

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and  
on behalf of all others similarly situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH  
MANGHAT, KHALIFA BIN BUTTI,  
PRASHANTH SHENOY, H.J. MARK  
TOMPKINS, and B.R. SHETTY,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA

(Consolidated with Case No. 2:20-cv-  
02895-CBM-MAA)

[Honorable Consuelo B. Marshall]

**NOTICE OF PENDENCY AND PROPOSED PARTIAL SETTLEMENT OF CLASS ACTION**

If you purchased or acquired NMC Health PLC's ("NMC" or the "Company") American Depositary Shares ("ADSs") during the period from March 13, 2016 and March 10, 2020, both dates inclusive ("Settlement Class Period"), you could get a payment from a class action settlement ("Settlement").

*Under law, a federal court has authorized this Notice. This is not attorney advertising.*

- If approved by the Court, the Settlement will provide one hundred twenty thousand dollars (\$120,000) ("Settlement Fund") gross, plus interest as it accrues, minus costs, administrative and distributive expenses for processing claims, and net of any taxes on interest, to pay claims of investors who purchased NMC ADSs during the Settlement Class Period.
- The Settlement represents an estimated average recovery of \$.30 per share of NMC for the approximately 400,000 American Depositary Shares ("ADSs"), before expenses, that Co-Lead Counsel estimate were outstanding as of March 10, 2020 if 100% of such ADS holder file claims to participate in the recovery. An ADS may have been traded more than once during the Settlement Class Period, and the actual number of ADS outstanding during the Settlement Class Period may be higher or lower than estimated. This estimate solely reflects the average estimated recovery per outstanding share of estimated NMC ADSs.
- Co-Lead Counsel will seek reimbursement of no more than \$35,000 in reasonable and necessary litigation expenses that Co-Lead Counsel advanced to prosecute this Action on behalf of Settlement Class Members. Collectively, the expenses are estimated to average \$.09 per outstanding ADS. If approved by the Court, this amount will be paid from the Settlement Amount.
- The average estimated recovery per ADS (assuming 100% of estimated ADS holders file claims for recovery), after deduction of litigation expenses approved by the Court, is \$.21 per ADS. This estimate is based on the assumptions set forth in the preceding paragraphs. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on

the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold NMC ADSs, the purchase and sales prices, and the total number of claims filed.

- The Settlement resolves the Action concerning whether H. J. Mark Thompkins (“Settling Defendant”) violated federal securities laws by allegedly making misrepresentations and/or omissions of material fact in various public statements to the investing public concerning NMC’s business operations, prospects, and financial health. Settling Defendant has denied and continues to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted by Plaintiffs. Settling Defendant has also denied, *inter alia*, the allegations that Plaintiffs or the Settlement Class have suffered damages or that Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Action. Settling Defendant does not by this settlement waive any of his defenses under Fed. R. Civ. P. 12(b), and Settling Defendant also denies that the Court has personal jurisdiction over him. Settling Defendant continues to believe the claims asserted against him in the Action are without merit. Plaintiffs do not agree with these positions but accept that motion practice and trial have considerable risks.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	Fill out the attached Proof of Claim and Release Form and submit it no later than <b>October 30, 2021</b> . <b>This is the only way to get a payment.</b>
<b>Exclude Yourself from the Class</b>	Submit a request for exclusion no later than <b>November 9, 2021</b> . This is the only way you can ever be part of any other lawsuit against Settling Defendant or the other Tompkins Released Parties about the legal claims in this case. <b>If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.</b>
<b>Object</b>	Write to the Court, Co-Lead Counsel, and Counsel for the Settling Defendant no later than <b>November 9, 2021</b> about why you do not like the Settlement. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
<b>Go to the Hearing</b>	Ask to speak in Court about the fairness of the Settlement in writing to the Court, Co-Lead Counsel, and Counsel for the Settling Defendant no later than <b>November 9, 2021</b> at the hearing on <b>November 30, 2021</b> . You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.
<b>Do Nothing</b>	<b>Get no payment AND give up your right to bring your own individual action.</b>

## INQUIRIES

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Proof of Claim and Release Form, or the Settlement should be directed to:

<p>NMC Health PLC Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, Pennsylvania 19063 Telephone: (866) 274-4004 Facsimile: (610) 565-7985 <a href="mailto:info@strategicclaims.net">info@strategicclaims.net</a></p>	<b>OR</b>	<p>POMERANTZ LLP Joshua Silverman, Esq. 10 South LaSalle Street, Suite 3505 Chicago, Illinois 60603 Telephone: (312) 377-1181 Facsimile: (312) 377-1184</p> <p>THE ROSEN LAW FIRM, P.A. Phillip Kim, Esq. 275 Madison Avenue, 40th Floor New York, New York 10016 Telephone: (212) 686-1060 Facsimile: (212) 202-3827</p>
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## DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation and Agreement of Settlement, dated June 14, 2021 (“Settlement Stipulation”).

### COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

**1. Why did I get this Notice?**

You or someone in your family may have acquired NMC ADSs from March 13, 2016 and March 10, 2020, both dates inclusive.

**2. What is this lawsuit about?**

The case is known as *Hashem v. NMC Health PLC, et al.*, 2:20-cv-02303-CBM-MAA (C.D. Cal.), which is consolidated with *Shengming Huang v. NMC Health PLC, et al.*, 2:20-cv-02895-CBM-MAA (C.D. Cal) (collectively, the “Action”). The Court in charge of the case is the United States District Court, Central District of California.

The Action involves allegations that Defendants violated certain federal securities laws by making misrepresentations or omissions of material fact concerning NMC’s business, operations, and prospects. The complaint alleges that the misstatements or omissions artificially inflated the price of NMC ADSs, and that the ADSs’ price dropped in response to certain subsequent disclosures. Settling Defendant has denied and continues to deny each, any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action. The Settlement shall in no event be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Settling Defendant or the Tompkins Released Parties, or of any infirmity of any defense, or of any damages to the Plaintiffs or any other Settlement Class Member. The Settlement resolves all of the claims against Settling Defendant in the Action, including certain other claims or potential claims, whether known or unknown.

**3. Why is this a class action?**

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

**4. Why is there a Settlement?**

Plaintiffs and Settling Defendant do not agree regarding the merits of Plaintiffs' allegations and Settling Defendant's defenses with respect to liability or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and Settling Defendant disagree include, among other things: (1) whether the challenged statements were materially false or misleading or otherwise actionable under federal securities law; (2) whether Settling Defendant acted with scienter and whether Settling Defendant can be held liable for any of challenged statements; (3) whether the alleged disclosures were corrective disclosures; (4) the causes of the loss in the value of the ADSs and whether Plaintiffs can show they relied on any of the challenged statements; (5) whether the Court has personal jurisdiction over Settling Defendant and whether the claims in this Action should be adjudicated in another forum; and (6) the amount of alleged damages, if any, that could be recovered at trial.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiffs or Settling Defendant. Instead, Plaintiffs and Settling Defendant have agreed to settle the case. Plaintiffs and Co-Lead Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Settling Defendant. Among the reasons that Plaintiffs and Co-Lead Counsel believe the Settlement is fair is the fact that there is uncertainty about whether they will be able to prove that any challenged statement was false or misleading, that the alleged misstatements and omissions actually caused the Settlement Class any damages, and the amount of damages, if any.

Even if Plaintiffs were to win at trial, and also prevail on any appeal, Plaintiffs might not be able to collect some, or all, of any judgment they are awarded. Moreover, litigation of this type is usually expensive, including extensive out-of-pocket costs. Even if Plaintiffs won at trial, the costs incurred would substantially reduce any verdict awarded.

**5. How do I know if I am part of the Settlement?**

The Settlement Class consists of all persons and entities, other than Defendants and their affiliates, who purchased publicly traded NMC ADSs from March 13, 2016 and March 10, 2020, both dates inclusive. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of NMC and the Tompkins Released Parties; (iii) the Persons expressly excluded from the definition of Settlement Class in paragraph 1.29 of the Settlement Stipulation; (iv) the respective spouses, children, or parents of any Person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any Person or entity more than 5% owned or directly or indirectly controlled by any Person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a Person is a beneficiary or of which any Person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any Person excluded under paragraphs (i) through (v); and (vii) those Persons who file valid and timely requests for exclusion in accordance with the Court's Order re: Plaintiffs' Motion for Preliminary Approval of Partial Class Action Settlement ("Preliminary Approval Order").

**6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of NMC and the Tompkins Released Parties; (iii) the Persons expressly excluded from the definition of Settlement Class in paragraph 1.29 of the Settlement Stipulation (a) through (d); (iv) the respective spouses, children, or parents of any Person or entity excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any Person or entity more than 5% owned or directly or indirectly controlled by any Person or entity excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which such a Person is a beneficiary or of which any Person or entity is related or affiliated to a beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of any Person excluded under paragraphs (i) through (v); and (vii) those Persons who file valid and timely requests for exclusion in accordance with the Court’s Preliminary Approval Order. You may choose to be excluded from the Settlement Class by filing a valid and timely request for exclusion as described below in the response to question 11.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004 or by facsimile at (610) 565-7985, visit the website [www.strategicclaims.net/NMCHHealth/](http://www.strategicclaims.net/NMCHHealth/), or fill out and return the Proof of Claim and Release Form described in Question 9, to see if you qualify.

**8. What does the Settlement provide?**

**a. What is the Settlement Fund?**

The proposed Settlement provides for Settling Defendant to pay or cause to be paid one hundred twenty thousand dollars (\$120,000) into a settlement fund (“Settlement Fund”). The Settlement is subject to Court approval. Also, subject to the Court’s approval, a portion of the Settlement Fund will be used to pay reasonable litigation expenses to Co-Lead Counsel. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing and/or emailing notice and the costs of publishing notice. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (“Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

In order to maximize the initial distribution to Settlement Class Members, Co-Lead Counsel will not move the Court for an award of attorneys’ fees to be paid from the proceeds of this Settlement. Co-Lead Counsel will seek only reimbursement for their actual litigation expenses to date in an amount not to exceed \$35,000. Co-Lead Counsel will defer a request for attorneys’ fees, and will not seek an award for Class Plaintiffs, unless and until additional recoveries (whether by settlement or jury award) are achieved with remaining Defendants. Co-Lead Counsel reserve the right at such time to move for an award or awards (in the event of multiple additional recoveries) of attorneys’ fees not to exceed one-third (33 1/3%) of the sum of all recoveries.

**b. What can you expect to receive under the proposed Settlement?**

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed by all Settlement Class Members; (ii) the dates you purchased and sold NMC ADSs; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Co-Lead Counsel for attorneys’ costs and expenses.

The Net Settlement Fund will be distributed to Settlement Class Members who submit a Proof of Claim and Release Form and whose claims for recovery are allowed by the Claims Administrator pursuant to the terms of the Settlement Stipulation or by order of the Court under the below Plan of Allocation (“Authorized Claimants”), which reflects Plaintiffs’ contention that because of the alleged misrepresentations made by Defendants, the price of NMC ADSs was artificially inflated during the

relevant period and that certain subsequent disclosures caused changes in the inflated price of NMC ADSs. Settling Defendant has denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability or damage whatsoever asserted in the Action.

### **PROPOSED PLAN OF ALLOCATION**

The \$120,000.00 Settlement Amount, together with any interest earned thereon and/or proceeds thereof shall be the Settlement Fund. The Settlement Fund, less taxes, and approved costs and expenses (the “Net Settlement Fund”) shall be distributed to members of the Settlement Class who submit valid Proofs of Claims (“Authorized Claimants”).

The Claims Administrator shall determine each Authorized Claimant’s pro rata share of the Net Settlement Fund based upon each Authorized Claimant’s “Recognized Loss.” The Recognized Loss formula is not intended to be an estimate of the amount of what a Settlement Class Member lost or might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

The proposed Plan of Allocation incorporates the damage limitation under the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(e), as well as the principles articulated by the Supreme Court in *Dura Pharmaceuticals, Inc. v. Broudo*, 544 U.S. 336 (2005). For purposes of this Settlement, Recognized Loss shall be calculated as follows:

1. There is no Recognized Loss for any ADSs purchased before March 13, 2016.
2. For ADSs purchased on or between March 13, 2016 and December 16, 2019, and
  - (a) sold on or before December 16, 2019, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between December 17, 2019 and January 7, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$11.68; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (c) sold on or between January 8, 2020 and February 13, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$18.16; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (d) sold on or between February 14, 2020 and February 18, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$18.70; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (e) sold on or between February 19, 2020 and February 23, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$19.44; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.

- (f) sold on or between February 24, 2020 and March 9, 2020, the Recognized Loss per ADS is the lesser of:
  - i. \$20.10; or
  - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
- (g) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
  - i. \$23.38;
  - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
  - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
- (h) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
  - i. \$23.38;
  - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
- 3. For ADSs purchased on or between December 17, 2019 and January 7, 2020, and
  - (a) sold on or before January 7, 2020, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between January 8, 2020 and February 13, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$6.48; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (c) sold on or between February 14, 2020 and February 18, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$7.02; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (d) sold on or between February 19, 2020 and February 23, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$7.76; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (e) sold on or between February 24, 2020 and March 9, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$8.42; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.

- (f) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
  - i. \$11.70;
  - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
  - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
- (g) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
  - i. \$11.70;
  - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
- 4. For ADSs purchased on or between January 8, 2020 and February 13, 2020, and
  - (a) sold on or before February 13, 2020, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between February 14, 2020 and February 18, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$0.54; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (c) sold on or between February 19, 2020 and February 23, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$1.28; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (d) sold on or between February 24, 2020 and March 9, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$1.94; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (e) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$5.22;
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
    - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.



- (f) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$5.22;
    - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
5. For ADSs purchased on or between February 14, 2020 and February 18, 2020, and
- (a) sold on or before February 18, 2020, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between February 19, 2020 and February 23, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$0.74; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (c) sold on or between February 24, 2020 and March 9, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$1.40; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.
  - (d) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$4.68;
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
    - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
  - (e) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$4.68;
    - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
6. For ADSs purchased on or between February 19, 2020 and February 23, 2020, and
- (a) sold on or before February 23, 2020, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between February 24, 2020 and March 9, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$0.66; or
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00.

- (c) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$3.94;
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
    - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
  - (d) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$3.94;
    - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
7. For ADSs purchased on or between February 24, 2020 and March 9, 2020, and
- (a) sold on or before March 9, 2020, the Recognized Loss per ADS is \$0.00.
  - (b) sold on or between March 10, 2020 and June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$3.28;
    - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0.00; or
    - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
  - (c) that were still held as of the close of trading on June 8, 2020, the Recognized Loss per ADS is the lesser of:
    - i. \$3.28;
    - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period following the Settlement Class Period, which is \$1.07. If this calculation results in a negative number, then the Recognized Loss per ADS is \$0.00.
8. There is no Recognized Loss for any ADSs purchased on or after March 10, 2020.

<b>Table 1</b>					
<b>90-Day Lookback Period</b>					
<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>
3/10/2020	\$1.85	4/8/2020	\$1.68	5/8/2020	\$1.36
3/11/2020	\$2.02	4/9/2020	\$1.64	5/11/2020	\$1.35
3/12/2020	\$1.81	4/13/2020	\$1.64	5/12/2020	\$1.33
3/13/2020	\$1.86	4/14/2020	\$1.76	5/13/2020	\$1.31
3/16/2020	\$2.19	4/15/2020	\$1.90	5/14/2020	\$1.29
3/17/2020	\$2.82	4/16/2020	\$1.92	5/15/2020	\$1.28
3/18/2020	\$2.81	4/17/2020	\$1.89	5/18/2020	\$1.26
3/19/2020	\$2.68	4/20/2020	\$1.85	5/19/2020	\$1.25
3/20/2020	\$2.52	4/21/2020	\$1.80	5/20/2020	\$1.23
3/23/2020	\$2.37	4/22/2020	\$1.74	5/21/2020	\$1.21
3/24/2020	\$2.25	4/23/2020	\$1.69	5/22/2020	\$1.20
3/25/2020	\$2.17	4/24/2020	\$1.65	5/26/2020	\$1.19
3/26/2020	\$2.09	4/27/2020	\$1.63	5/27/2020	\$1.17
3/27/2020	\$2.02	4/28/2020	\$1.60	5/28/2020	\$1.16
3/30/2020	\$1.98	4/29/2020	\$1.57	5/29/2020	\$1.15
3/31/2020	\$1.93	4/30/2020	\$1.53	6/1/2020	\$1.13
4/1/2020	\$1.88	5/1/2020	\$1.50	6/2/2020	\$1.12
4/2/2020	\$1.84	5/4/2020	\$1.47	6/3/2020	\$1.10
4/3/2020	\$1.80	5/5/2020	\$1.44	6/4/2020	\$1.09
4/6/2020	\$1.76	5/6/2020	\$1.41	6/5/2020	\$1.08
4/7/2020	\$1.72	5/7/2020	\$1.38	6/8/2020	\$1.07

**General Provisions:**

1. There shall be no Recognized Loss for any NMC securities other than ADSs.
2. The “trade” date and not the “settlement” date shall be considered the date of purchase or sale.
3. First-in, first-out basis (“FIFO”) will be applied to both purchases and sales.
4. ADSs originally sold short will have no Recognized Loss.
5. ADSs acquired by conversion of convertible notes that were purchased before the Settlement Class Period shall have no Recognized Loss. ADSs acquired by conversion of convertible notes that were purchased during the Settlement Class Period shall be considered to be purchased as of the date of conversion, and the conversion price shall be considered the purchase price.
6. No cash payment will be made on a claim where the potential distribution amount is less than \$10. Please be advised that if you do not opt out of the Settlement you will be bound by all determinations

and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Tompkins Released Parties, whether or not you are entitled to a cash payment.

7. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.

8. No Person shall have any claim against Co-Lead Counsel, the Claims Administrator or other agent designated by Co-Lead Counsel, or Settling Defendant or any of Settling Defendant's Counsel based on the distribution made substantially in accordance with the Settlement Stipulation and this Plan of Allocation, or further orders of the Court.

9. Settlement Class Members who do not submit valid Proof of Claim and Release Forms will not share in the Net Settlement Fund. Settlement Class Members who do not either submit a Request for Exclusion or submit a valid Proof of Claim and Release Forms will nevertheless be bound by the Settlement and the Order and Partial Final Judgment of the Court dismissing this Action.

#### **9. How can I get a payment?**

To qualify for a payment, you must send in a form titled "Proof of Claim and Release Form." This Proof of Claim and Release Form is attached to this Notice. You may also obtain a Proof of Claim and Release Form at [www.strategicclaims.net/nmchealth/](http://www.strategicclaims.net/nmchealth/). Read the instructions carefully, fill out the form, sign it in the location indicated. The Proof of Claim and Release Form may be completed in two ways: (1) by completing and submitting it electronically at [www.strategicclaims.net/nmchealth/](http://www.strategicclaims.net/nmchealth/) by **11:59 p.m. EST on October 30, 2021**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than October 30, 2021**, to:

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant.

#### **10. What am I giving up to get a payment or stay in the Settlement Class?**

Unless you exclude yourself from the Settlement Class by the November 9, 2021 deadline, you will remain a member of the Settlement Class and will be bound by the release of claims against Settling Defendant and other Tompkins Released Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) as against Settling Defendant and other Tompkins Released Parties any and all claims which arise out of, are based upon or relate in any way to the purchase or acquisition of NMC ADSs during the Settlement Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, acquisitions, sale or ownership of NMC ADSs during the Settlement Class Period. The specific terms of the release are included in the Settlement Stipulation.

**11. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Settling Defendant or other Tompkins Released Parties on your own about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number and e-mail contact information (if any) and states that you “request to be excluded from the Settlement Class in *Hashem v. NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D. Cal.) and *Shengming Huang v. NMC Health PLC, et al.*, No. 2:20-cv-02895-CBM-MAA (C.D. Cal.)” and (B) states the date, number of shares and dollar amount of each NMC ADS purchase or acquisition during the Settlement Class Period, any sale transactions, and the number of NMC ADSs held by you as of March 13, 2016 and March 10, 2020. In order to be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase or acquisition and, if applicable, sale transaction of NMC ADSs during the Settlement Class Period; and (ii) demonstrating your status as a beneficial owner of the NMC ADSs. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than November 9, 2021**, to the Claims Administrator at the following address:

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063

**You cannot exclude yourself by telephone or by e-mail.**

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the Partial Final Judgment in this case.

**12. If I do not exclude myself, can I sue Settling Defendant or the other Released Parties for the same thing later?**

No. Unless you followed the procedure outlined in the Notice to exclude yourself, you give up any right to sue Settling Defendant or other Tompkins Released Parties for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

**13. Do I have a lawyer in this case?**

The Court appointed Pomerantz LLP and The Rosen Law Firm, P.A. as Co-Lead Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for Pomerantz LLP and The Rosen Law Firm, P.A. is provided above.

**14. How will the lawyers be paid?**

Co-Lead Counsel has expended considerable time litigating this Action on a contingent fee basis and have paid for the expenses of the cases themselves. They have not been paid attorneys’ fees or reimbursed for their expenses in advance of this Settlement. Co-Lead Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys’ fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary

in this type of litigation. To maximize this distribution to the Settlement Class, however, Co-Lead Counsel have agreed not to seek a fee from the distribution of this Settlement. They will request reimbursement of out-of-pocket litigation expenses not to exceed \$35,000. If there are additional recoveries for the benefit of Settlement Class Members, such as a settlement or jury award against remaining Defendants, Co-Lead Counsel reserve the right to seek a fee of no more than 33 1/3% of total amounts recovered. Co-Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from such additional recoveries, as awarded by the Court.

**15. How do I tell the Court that I do not like the Settlement?**

You can tell the Court you do not agree with the Settlement, any part of the Settlement, and/or to Co-Lead Counsel's motion for expenses, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Hashem v. NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D. Cal.) and *Shengming Huang v. NMC Health PLC, et al.*, No. 2:20-cv-02895-CBM-MAA (C.D. Cal). Be sure to include: (1) your name, address, and telephone number; (2) a list of all purchases and sales of NMC ADSs during the Settlement Class Period in order to show membership in the Settlement Class; (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address and telephone number of all counsel, if any, who represent you, including your former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted in accordance with the deadline and after instruction pertinent to the submission of a written objection) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers and briefs to **each** of the addresses listed below, to be **received no later than November 9, 2021**:

Clerk of the Court United States District Court Central District of California 350 W. 1st Street Los Angeles, California 90012	<u>CO-LEAD COUNSEL:</u>  POMERANTZ LLP Joshua Silverman, Esq. 10 South La Salle Street, Suite 3505 Chicago, Illinois 60603  THE ROSEN LAW FIRM, P.A. Phillip Kim, Esq. 275 Madison Avenue, 40th Floor New York, New York 10016	<u>COUNSEL FOR SETTLING DEFENDANT</u>  EARLY SULLIVAN WRIGHT GIZER & MCRAE LLP William A. Wright, Esq. 6420 Wilshire Blvd., 17th Floor Los Angeles, CA 90048
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**16. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Settlement Hearing on **November 30, 2021, at 10:00 a.m.**, at the United States District Court, Central District of California, First Street Courthouse, 350 W. 1st Street, Courtroom # 8B, 8th Floor, Los Angeles, California 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing.

**18. Do I have to come to the hearing?**

No. Co-Lead Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

**19. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Settling Defendant or the Tompkins Released Parties about the Released Claims (as defined in the Settlement Stipulation) ever again.

**SPECIAL NOTICE TO BROKERS AND OTHER NOMINEES**

If, between March 13, 2016 and March 10, 2020, inclusive, you purchased or otherwise acquired NMC Health PLC ADSs for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF NOTICE**, you either (a) provide to the Claims Administrator the name, email address, and last known address of each person or organization for whom or which you purchased such NMC ADSs during such time period or (b) request additional copies of the Postcard Notice, which will be provided to you free of charge, and within ten (10) calendar days mail the Postcard Notice directly to the beneficial owners of the NMC ADSs or (c) request an electronic link of this Notice and Proof of Claim and Release Form (“Notice and Claim Link”), and within ten (10) calendar days after receipt thereof, email the Notice and Claim Link to such beneficial owners for whom valid email addresses are available. If you choose to follow alternative procedure (b) or (c), the Court has directed that, upon such mailing/emailing, you send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing up to \$0.05 for providing names, addresses and email addresses to the Claims Administrator; up to \$0.05 per Postcard Notice mailed by you, plus postage at the rate used by the Claims Administrator; or up to \$0.05 per Notice and Claim Link sent by email. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page 3 above.

DATED: AUGUST 12, 2021

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BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA

## **PROOF OF CLAIM AND RELEASE FORM**

**Deadline for Submission: October 30, 2021**

IF YOU PURCHASED OR ACQUIRED NMC HEALTH PLC'S ("NMC" OR THE "COMPANY") AMERICAN DEPOSITARY SHARES ("ADSS") BETWEEN MARCH 13, 2016 AND MARCH 10, 2020, BOTH DATES INCLUSIVE ("SETTLEMENT CLASS PERIOD") AND WERE ALLEGEDLY DAMAGED THEREBY, YOU ARE A "SETTLEMENT CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

**THE FOLLOWING PERSONS ARE EXCLUDED FROM THE CLASS AND ARE NOT CLASS MEMBERS: (I) DEFENDANTS; (II) CURRENT AND FORMER OFFICERS AND DIRECTORS OF NMC AND ANY TOMPKINS RELEASED PARTY; (III) THE PERSONS EXPRESSLY EXCLUDED FROM THE DEFINITION OF SETTLEMENT CLASS IN PARAGRAPH 1.29 OF THE SETTLEMENT STIPULATION; (IV) THE RESPECTIVE SPOUSES, CHILDREN, OR PARENTS OF ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS, (I) THROUGH (III) OF THIS PARAGRAPH; (V) ANY PERSON OR ENTITY MORE THAN 5% OWNED OR DIRECTLY OR INDIRECTLY CONTROLLED BY ANY PERSON OR ENTITY EXCLUDED UNDER SUBPARAGRAPHS (I) THROUGH (IV) OF THIS PARAGRAPH OR ANY TRUST OF WHICH SUCH A PERSON IS A BENEFICIARY OR OF WHICH ANY PERSON OR ENTITY IS RELATED OR AFFILIATED TO A BENEFICIARY OR A TRUSTEE; (VI) THE RESPECTIVE HEIRS, SUCCESSORS, TRUSTEES AND ASSIGNS OF ANY PERSON EXCLUDED UNDER PARAGRAPHS (I) THROUGH (V); AND (VII) THOSE PERSONS WHO FILE VALID AND TIMELY REQUESTS FOR EXCLUSION IN ACCORDANCE WITH THE COURT'S ORDER RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT ("PRELIMINARY APPROVAL ORDER").**

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM AND RELEASE FORM") IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS. YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM BY 11:59 P.M. EST ON OCTOBER 30, 2021 AT [WWW.STRATEGICCLAIMS.NET/NMCHEALTH/](http://WWW.STRATEGICCLAIMS.NET/NMCHEALTH/).

IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS PROOF OF CLAIM AND RELEASE FORM, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE FORM AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN OCTOBER 30, 2021 TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

YOUR FAILURE TO SUBMIT YOUR CLAIM BY OCTOBER 30, 2021 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER PROOF OF CLAIM AND RELEASE FORM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU NEVERTHELESS WILL BE BOUND BY THE ORDER AND PARTIAL FINAL JUDGMENT OF THE COURT UNLESS YOU EXCLUDE YOURSELF.

SUBMISSION OF A PROOF OF CLAIM AND RELEASE FORM DOES NOT ASSURE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.



## CLAIMANT'S STATEMENT

1. I (we) purchased or acquired NMC Health PLC's ("NMC") American Depositary Shares during the Settlement Class Period. (Do not submit this Proof of Claim and Release Form if you did not purchase NMC American Depositary Shares during the Settlement Class Period.)
2. By submitting this Proof of Claim and Release Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Partial Settlement of Class Action ("Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Notice; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim and Release Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Proof of Claim and Release Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of NMC ADSs, and each sale, if any, of such ADSs. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of NMC ADSs listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER OR TAX ADVISOR BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim and Release Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Loss. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Tompkins Released Parties" of all "Released Claims," as those terms are defined in the Stipulation and Agreement of Settlement (the "Settlement Stipulation").
8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors,

attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim and Release Form on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Tompkins Released Parties.

9. "Released Parties" has the meaning laid out in the Settlement Stipulation.
10. "Released Claims" has the meaning laid out in the Settlement Stipulation.
11. "Unknown Claims" has the meaning laid out in the Settlement Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Settlement Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim and Release Form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at [efile@strategicclaims.net](mailto:efile@strategicclaims.net) or visit their website at [www.strategicclaims.net](http://www.strategicclaims.net) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**I. CLAIMANT INFORMATION**

Name		
Address		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Account Number		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.):

**II. SCHEDULE OF TRANSACTIONS IN NMC HEALTH PLC AMERICAN DEPOSITARY SHARES**

**Beginning Holdings:**

A. State the total number of shares of NMC Health PLC (“NMC”) ADSs held at the close of trading on March 12, 2016 (*must be documented*). If none, write “zero” or “0.”

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**Purchases/Acquisitions:**

B. Separately list each and every purchase or acquisition of NMC ADSs between March 13, 2016 and June 8, 2020, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

**Sales:**

C. Separately list each and every sale of NMC ADSs between March 13, 2016 and June 8, 2020, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

D. State the total number of shares of NMC ADSs held at the close of trading on June 8, 2020 (*must be documented*).

**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.**

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	<b>or</b>	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
_____		_____

**IV. CERTIFICATION**

I (We) submit this Proof of Claim and Release Form under the terms of the Settlement Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in this Action. I (We) have not submitted any other claim covering the same purchases or sales of NMC ADSs during the Settlement Class Period and know of no other Person having done so on my (our) behalf.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant’s Statement)

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM AND RELEASE FORM MUST BE POSTMARKED NO LATER THAN OCTOBER 30, 2021 AND MUST BE MAILED TO:**

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Fax: (610) 565-7985  
info@strategicclaims.net

A Proof of Claim and Release Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by October 30, 2021 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim and Release Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proof of Claim and Release Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim and Release Form. Please notify the Claims Administrator of any change of address.

NMC Health PLC Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Suite 205  
Media, PA 19063

**IMPORTANT LEGAL NOTICE – PLEASE FORWARD**

**REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim and Release Form on page 21. If this Proof of Claim and Release Form is submitted on behalf of joint claimants, then each claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim and Release Form or any supporting documents.
- If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent.
- If you move or change your address, telephone number or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or deliver payment to you.