

## ASX ANNOUNCEMENT

### ACONEX BOARD UNANIMOUSLY RECOMMENDS ACQUISITION PROPOSAL BY ORACLE

### CREATES THE WORLD'S MOST COMPREHENSIVE CLOUD OFFERING FOR MANAGING ALL ASPECTS OF CONSTRUCTION PROJECTS

**MELBOURNE, Australia, 18 December 2017** – Aconex Limited (**Aconex**) (ASX: ACX), a leading cloud-based solution that manages team collaboration for construction projects, today announces that it has entered into a binding Scheme Implementation Deed with Oracle (NYSE: ORCL) under which it is proposed that Oracle will acquire 100% of the shares in Aconex by way of a Scheme of Arrangement (the **Scheme**) for A\$7.80 in cash per share.

- Together, Oracle and Aconex will provide an end-to-end offering for project management and delivery that enables customers to effectively plan, build, and operate construction projects
- The Aconex Board of Directors unanimously recommends that shareholders vote in favour of the Scheme, and intend to vote shares in their control in favour of the Scheme, subject to the Independent Expert's Report concluding that the Scheme is in the best interests of Aconex shareholders and there being no superior proposal
- Scheme is subject to limited conditionality

"The Aconex and Oracle businesses are a great, natural fit and highly complementary in terms of vision, product, people and geography," said Leigh Jasper, Co-Founder and Chief Executive Officer, Aconex. "As Co-Founders of Aconex, both Rob Phillipot and I remain committed to the business and are excited about the opportunity to advance our collective vision on a larger scale, and the benefits this combination will deliver to our customers."

Oracle SVP and GM, Construction and Engineering Global Business Unit, Mike Sicilia said, "Delivering projects on time and on budget are the highest strategic imperatives for any engineering and construction organisation. With the addition of Aconex, we significantly advance our vision of offering the most comprehensive cloud-based project management solution for this \$14 trillion industry."

#### Overview of the Scheme

Under the terms of the Scheme, Aconex shareholders will be entitled to receive A\$7.80 in cash per Aconex share (**Scheme Consideration**), subject to all applicable conditions being satisfied or waived and the Scheme being implemented.

The Scheme Consideration of A\$7.80 cash per Aconex share provides compelling value to Aconex shareholders:

- 47% premium to the Aconex closing price of A\$5.29 on 15 December 2017
- 50% premium to the 1-month volume weighted average price (**VWAP**) of A\$5.19 to 15 December 2017
- 64% premium to the 3-month VWAP of A\$4.74 to 15 December 2017

The offer price implies a fully diluted market capitalisation of A\$1.6 billion<sup>1</sup> and also represents a more than 4x return on the Aconex December 2014 IPO price of A\$1.90 per share.

Subject to the Independent Expert determining that the Scheme is in the best interests of Aconex shareholders, the Directors of Aconex (who, collectively represent approximately 13.6% of ordinary shares outstanding) unanimously recommend and intend to vote shares in their control in favour of the proposed Scheme, in the absence of a superior proposal.

The Chairman of Aconex, Adam Lewis said, “Oracle’s offer of A\$7.80 per share represents a significant premium and a high degree of certainty of value to shareholders through the cash offer and limited conditionality”.

### **Scheme Implementation Deed**

The offer will be made pursuant to a Scheme with further details to be included in the notice of meeting that will be sent to shareholders to convene a meeting at which shareholders will be asked to consider the proposal. Aconex shareholders will have the opportunity to vote on the Scheme at a Scheme Meeting to be held in late March 2018. The Scheme remains subject to other certain terms and conditions including Court approval, the Independent Expert concluding that the Scheme is in the best interests of Aconex shareholders, Foreign Investment Review Board approval and no “Material Adverse Change” or “Prescribed Occurrences”.

Under the Scheme Implementation Deed, Aconex will be bound by customary exclusivity provisions including “no shop”, “no talk” (subject to the Aconex Directors’ fiduciary obligations), and “notification” obligations as well as “matching” rights. A break fee of approximately 1% of the equity value will be payable to Oracle by Aconex in certain circumstances.

A full copy of the Scheme Implementation Deed, including all applicable conditions, is attached to this announcement.

### **Indicative timetable and next steps**

Aconex shareholders do not need to take any action at the present time.

Aconex is preparing a Scheme Booklet which will contain information relating to the Scheme, including the reasons for the Directors’ recommendation and details of the Scheme Meeting. The Scheme Booklet will also include the Independent Expert’s Report on whether the Scheme is in the best interests of Aconex shareholders. The Scheme Booklet is expected to be sent to Aconex shareholders in late February 2018.

It is currently anticipated that Aconex shareholders will be given the opportunity to vote on the Scheme at a Scheme Meeting expected to be held in late March 2018. Subject to the conditions of the Scheme being satisfied, the Scheme is expected to be implemented in the first half of 2018.

These dates are indicative and subject to change.

Credit Suisse is acting as financial adviser to Aconex and Herbert Smith Freehills is acting as legal adviser.

**END**

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<sup>1</sup> Fully diluted share count basis, which is expected to be approximately 206.6 million upon implementation of the Scheme.

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For more information please visit <http://investor.aconex.com>.

**About Aconex**

The Aconex project collaboration solution digitally connects owners, builders and other teams, providing complete visibility and management of data, documents and costs across all stages of a construction project lifecycle. The Aconex cloud-based solution has been used to manage over \$1 trillion in projects across 70,000 user organisations in over 70 countries. The company's ordinary shares are traded on the Australian Securities Exchange (ASX) under the ticker code ACX and are included in the S&P/ASX 200 Index.

**About Oracle**

The Oracle Cloud offers complete SaaS application suites for ERP, SCM and CX, plus best-in-class database Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) from data centers throughout the Americas, Europe and Asia. For more information about Oracle (NYSE:ORCL), visit oracle.com.

# Scheme Implementation Deed

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Aconex Limited

Vantive Australia Pty Ltd

Oracle Corporation

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## **Attachment A**

**Scheme**

## **Attachment B**

**Deed Poll**

# The deed

## Scheme Implementation Deed

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Date ► 16 December 2017

Between the parties	
Aconex	<b>Aconex Limited (ABN 49 091 376 091)</b> of 96 Flinders Street, Melbourne, Victoria 3000 <b>(Aconex)</b>
Buyer	<b>Vantive Australia Pty Ltd (ACN 076 201 619)</b> of c/- Baker & McKenzie, AMP Centre, Level 27, 50 Bridge Street, Sydney NSW 2000 <b>(Buyer)</b>
Oracle	<b>Oracle Corporation</b> of 500 Oracle Parkway, Redwood City California 94065 <b>(Oracle)</b> , a party to this deed solely for the purposes of clauses 5.12 and 16.12
Background	<ol style="list-style-type: none"><li>1 Aconex and the Buyer have agreed that the Buyer will acquire Aconex by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Aconex and the Scheme Shareholders.</li><li>2 The parties have agreed to implement the scheme of arrangement on the terms of this deed.</li></ol>
The parties agree	as set out in the Operative part of this deed, in consideration of, among other things, the mutual promises contained in this deed.



# Operative part

## 1 Definitions and interpretation

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### 1.1 Definitions

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

<b>Term</b>	<b>Meaning</b>
<b>Affiliate</b>	with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with such person. As used in this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by Contract or otherwise.
<b>Aconex Balance Sheet</b>	the consolidated balance sheet of Aconex and its Subsidiaries as of 30 June 2017 and the footnotes thereto set forth in the relevant annual report.
<b>Aconex Balance Sheet Date</b>	30 June 2017.
<b>Aconex Board</b>	the board of directors of Aconex.
<b>Aconex Group</b>	Aconex and each of its Related Bodies Corporate and a reference to a “Aconex Group Member” or a “member of the Aconex Group” is to Aconex or any of its Related Bodies Corporate, except in the case of paragraph 14 of the definition of ‘Prescribed Occurrence’ and clauses 5.6(a), 5.7 and 5.8, where it shall mean Aconex and only those of its Related Bodies Corporate that operate or own, directly or indirectly, a material part of the business of the Aconex Group.
<b>Aconex Indemnified Parties</b>	Aconex and its Related Bodies Corporate and their respective directors, officers and employees.
<b>Aconex IP</b>	any and all Intellectual Property that has been used, is used or is held for use in the business of an Aconex Group Member.
<b>Aconex Representations and Warranties</b>	the representations and warranties of Aconex set out in Schedule 1.
<b>Aconex Share</b>	a fully paid ordinary share of Aconex.

<b>Aconex Shareholder</b>	each person who is registered as the holder of an Aconex Share from time to time.
<b>Antitrust Law</b>	applicable federal, state, local or foreign antitrust, competition, premerger notification or trade regulation laws, regulations or Orders.
<b>Applicable Law</b>	with respect to any person, any international, national, federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation or other similar requirement enacted, adopted, promulgated or applied by a Government Agency that is binding upon or applicable to such person, as amended unless expressly specified otherwise.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>associate</b>	has the same meaning as in section 12 of the Corporations Act.
<b>ASX</b>	ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a weekday in which trading banks are open for business in Melbourne, Victoria, Australia, provided that on that day, banks are open in New York, NY, USA.
<b>Buyer Group</b>	the Buyer and each of its Related Bodies Corporate and a reference to a "Buyer Group Member" or "a member of the Buyer Group" is to the Buyer or any of its Related Bodies Corporate.
<b>Buyer Indemnified Parties</b>	the Buyer and its Related Bodies Corporate and their respective directors, officers and employees.
<b>Buyer Information</b>	<p>information regarding the Buyer Group provided by the Buyer or its Representatives to Aconex in writing for inclusion in the Scheme Booklet, being:</p> <ol style="list-style-type: none"> <li>1 information about the Buyer, its Related Bodies Corporate, businesses of the Buyer Group, the Buyer's interests and dealings in Aconex Shares, the Buyer's intentions for Aconex's employees, and funding; and</li> <li>2 any other information required under the Corporations Act, Corporations Regulations or RG 60 to enable the Scheme Booklet to be prepared that the parties agree is "Buyer Information" and that is identified in the Scheme Booklet as such.</li> </ol> <p>For the avoidance of doubt, the Buyer Information does not include the Independent Expert's Report or the Aconex Information.</p>
<b>Buyer Representations</b>	the representations and warranties of the Buyer set out in Schedule 2.

<b>and Warranties</b>	
<b>Competing Transaction</b>	<p>any transaction or arrangement pursuant to which a third party (either alone or together with any other person) will, if the transaction or arrangement is entered into or completed:</p> <ol style="list-style-type: none"> <li>1 directly or indirectly acquire a relevant interest in, become the holder of, or otherwise acquire, have a right to acquire or have an economic or beneficial interest in, or control of, 15% or more of Aconex Shares, or of the share capital of any material Subsidiary of Aconex;</li> <li>2 directly or indirectly acquire a relevant interest in, become the holder of, or otherwise acquire, have a right to acquire or have an economic or beneficial interest in, or control of, all or a material part of the business and assets of Aconex or any material Subsidiary of Aconex;</li> <li>3 acquire control (as determined in accordance with section 50AA of the Corporations Act, disregarding sub-section 50AA(4)) of Aconex or any material Subsidiary of Aconex;</li> <li>4 otherwise acquire or merge with Aconex or any material Subsidiary of Aconex; or</li> <li>5 require Aconex to abandon, or otherwise fail to proceed with, the Scheme,</li> </ol> <p>whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction or buy-back, sale or purchase of shares or assets, joint venture, dual-listed company structure (or other synthetic merger), lease, licence, or other transaction or arrangement.</p> <p>For the purposes of items 2 and 3 above, "material" means representing at least 15% of:</p> <ul style="list-style-type: none"> <li>the consolidated net revenues, net income or net assets of Aconex and its Subsidiaries; or</li> <li>the consolidated assets of Aconex and its Subsidiaries (measured by lesser of book or fair market value).</li> </ul>
<b>Confidentiality Deed</b>	the confidential disclosure agreement between Aconex and Oracle dated 14 June 2017.
<b>Contract</b>	any legally binding written or oral contract, agreement, note, bond, indenture, mortgage, guarantee, option, lease (or sublease), license, sales or purchase order, warranty, commitment, or other instrument, obligation, arrangement or understanding of any kind.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Corporations Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Court</b>	the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Aconex and the Buyer.

<b>Credentials</b>	any logins, passwords, IDs, user IDs, account IDs, tokens, entitlements, certificates, authorization codes or any other assigned data or code for access to or use of any Third Party Platform.
<b>Data Protection Requirements</b>	<p>any and all Applicable Laws, industry standards of any industry organisation of or in which any Aconex Group Member is a member or otherwise participates, and any and all contractual and other obligations legally binding upon an Aconex Group Member, in each case concerning the collection, use, storage, Processing or handling of Personal Data, Tracking Data, email communications or mobile communications, including:</p> <ol style="list-style-type: none"> <li>1 Applicable Laws relating to the collection, storage, processing, use, transfer or deletion of Personal Data or Tracking Data;</li> <li>2 Applicable Laws relating to electronic and mobile communications, text messages, marketing or advertising materials, including anti-SPAM Laws, unsolicited advertising or communications laws, and Applicable Laws regarding the “right to be forgotten”;</li> <li>3 Applicable Laws relating to use of any Credentials; and</li> <li>4 the Australian Privacy Act, the Australian National Health Act, the Australian Health Records and Information Privacy Act, the Australian Health Records Act, the TRUSTe Privacy Certification Standards, the National Institute of Standards and Technology (NIST) Risk Management Framework, the Canada Personal Information Protection and Electronic Documents Act (PIPEDA), the United Kingdom Data Protection Act, the Health Insurance Portability and Accountability Act (HIPAA), the Australian Privacy Principals, the European Union Data Protection Directive and all implementing regulations, the European Union – United States Privacy Shield (Privacy Shield), the European Union General Data Protection Regulation (GDPR), the EU Directive on Electronic Communications Networks and Services, the Digital Advertising Alliance (DAA) code, European Digital Advertising Alliance (eDAA) code, Network Advertising Initiative (NAI) code, the Direct Marketing Association (DMA) code, the Children’s Online Privacy Protection Act (COPPA), the Computer Fraud and Abuse Act (CFAA), the California Computer Crime Law (CCCL), California Penal Code Sec. 502, California Invasion of Privacy Act, California Penal Code Sec. 630 et seq., Fair Credit Reporting Act (FCRA), California Consumer Legal Remedies Act (CLRA), California Civil Code Sec. 1750 et seq., Unfair Competition Law, California Business and Professions Code Sec. 17200 et seq., Fair and Accurate Credit Transactions Act (FACTA), Gramm-Leach-Bliley Act (GLBA), Dodd-Frank Wall Street Reform and Consumer Protection Act, Payment Card Industry (PCI) Data Security Standards, and the Telephone Consumer Protection Act (TCPA); and</li> <li>5 the Australian Privacy Principals and any corresponding or similar foreign laws or regulations.</li> </ol>
<b>Deed Poll</b>	the deed poll to be entered into by the Buyer and Oracle in favour of the Scheme Shareholders in the form set out in Attachment B or such other form as agreed in writing between the parties.
<b>Due Diligence Materials</b>	the written information, documents and responses disclosed or made available to the Buyer or its Representatives by Aconex or its Representatives before 2.00pm on the date before the date of this deed in the virtual data room (an index and USB flash drive of which has been initialled by the parties’ lawyers for the purposes of identification).

<b>Effective</b>	when used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.
<b>Effective Date</b>	the date on which the Scheme becomes Effective.
<b>End Date</b>	30 June 2018, or such later date as agreed in writing by the parties.
<b>Equity Incentive</b>	a right or share existing at the date of this deed, whether issued under an employee incentive plan or otherwise and whether vested or unvested, which confers on the holder a right to acquire or hold (on a restricted or unrestricted basis) an Aconex Share.
<b>Financial Advisor</b>	any financial advisor retained by Aconex in relation to the Scheme or a Competing Transaction from time to time acting in its capacity as such.
<b>FIRB Approval</b>	the approval or consent specified in clause 3.1(a).
<b>First Court Date</b>	the first day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>GAAP</b>	generally accepted accounting principles in Australia, or in the location where any relevant entity prepares financial reports and statements as in effect on the date hereof.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, (including any Central Bank or Tax Authority), tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date.
<b>Indebtedness</b>	collectively, any: <ol style="list-style-type: none"> <li>1 indebtedness for borrowed money;</li> <li>2 indebtedness evidenced by any bond, debenture, note, mortgage, indenture or other debt instrument or debt security;</li> <li>3 amounts owing as deferred purchase price for the purchase of any property;</li> <li>4 obligations under capital leases; or</li> <li>5 guarantees with respect to any indebtedness or obligation of a type described in items 1 to 4 above of any other person.</li> </ol>

<b>Independent Expert</b>	the independent expert appointed by Aconex in respect of the Scheme.
<b>Independent Expert's Report</b>	the report from the Independent Expert for inclusion in the Scheme Booklet, including any update or supplementary report, stating an opinion whether or not the Transaction is in the best interests of Aconex Shareholders and setting out its reasons for that opinion.
<b>Insolvency Event</b>	<p>means, in relation to an entity:</p> <ol style="list-style-type: none"> <li>1 an application being made to court or the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;</li> <li>2 a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;</li> <li>3 the entity proposes or takes any steps to implement a scheme of arrangement or other compromise with its creditors or any class of them, or the entity executes a deed of company arrangement;</li> <li>4 the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this deed;</li> <li>5 the entity is or becomes unable to pay, or stops paying, its debts when they fall due within the meaning of the Corporations Act or is declared or taken under any Applicable Law to be insolvent or the entity's board of directors resolves that the entity is, or is likely to become at some future time, insolvent;</li> <li>6 the entity being deregistered as a company or otherwise dissolved; or</li> <li>7 an event that is the equivalent of an event described in paragraphs 1-6 above occurs in respect of the entity under the Applicable Laws relevant to it.</li> </ol>
<b>Intellectual Property</b>	<p>any or all of the following and all rights in, arising out of, or associated therewith:</p> <ol style="list-style-type: none"> <li>1 all Australia, United States, international and foreign patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof;</li> <li>2 all inventions (whether or not patentable), invention disclosures, improvements, trade secrets, proprietary information, know how, computer Software (in both source code and object code form), business methods, technical data and customer lists, tangible or intangible proprietary information, and all documentation relating to any of the foregoing;</li> <li>3 all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world;</li> <li>4 all industrial designs and any registrations and applications therefor throughout the world;</li> <li>5 all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world;</li> </ol>

	<p>6 all databases and all rights therein throughout the world;</p> <p>7 all moral and economic rights of authors and inventors, however denominated, throughout the world;</p> <p>8 all web addresses, sites and domain names and numbers, social network application names and application IDs, usernames, user IDs and identification numbers; and</p> <p>9 any similar or equivalent rights to any of the foregoing anywhere in the world.</p>
<b>Lien</b>	with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, encumbrance, claim, infringement, right of first refusal, preemptive right, community property right or other adverse claim of any kind in respect of such property or asset. For purposes of this deed, a person shall be deemed to own subject to a Lien any property or asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property or asset.
<b>Listing Rules</b>	the official listing rules of the ASX.
<b>Material Adverse Change</b>	<p>a material adverse effect on the business, financial condition or results of operations of Aconex and its Subsidiaries, taken as a whole, excluding any such material adverse effect resulting from or arising out of:</p> <p>1 the announcement or pendency of the Transaction or the Scheme (including any loss of or adverse change in the relationship of Aconex and its Subsidiaries with their respective employees, customers, partners or suppliers related thereto);</p> <p>2 general economic or political conditions (including acts of terrorism or war) that do not disproportionately affect Aconex and its Subsidiaries, taken as a whole, as compared to other companies participating in the same industry as Aconex;</p> <p>3 general conditions in the industry in which Aconex and its Subsidiaries operate that do not disproportionately affect Aconex and its Subsidiaries, taken as a whole, as compared to other companies participating in the same industry as Aconex;</p> <p>4 any changes (after the date hereof) in GAAP or Applicable Law;</p> <p>5 any failure to take any action in compliance with the restrictions or other prohibitions set out in clause 5.6, provided that Aconex sought, but did not receive, the prior written consent of the Buyer to take such action, or the taking of any specific action at the written direction of the Buyer;</p> <p>6 any Proceeding made or brought by any Aconex Shareholder (on the holder's own behalf or on behalf of Aconex) arising out of or related to this deed or any of the transactions contemplated hereby (including the Transaction);</p> <p>7 any failure by Aconex to meet internal or analysts' estimates or projections (it being understood that any cause of any such failure may be taken into consideration when determining whether a Material Adverse Change has occurred); or</p> <p>8 anything fairly disclosed to the ASX (other than as set forth in the forward-looking statements or as set forth in the risk factors contained</p>

	therein) before the date of this deed.
<b>Operating Items Disclosure Schedule</b>	the information described in the operating items disclosure schedule agreed and initialled by the parties before the date of this deed.
<b>Order</b>	with respect to any person, any order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Government Agency that is binding upon or applicable to such person or its property.
<b>Permitted Liens</b>	<ol style="list-style-type: none"> <li>1 Liens disclosed on the Aconex Balance Sheet;</li> <li>2 Liens for Taxes that are: <ol style="list-style-type: none"> <li>a. not yet due and payable as of the Effective Date; or</li> <li>b. being contested in good faith (and for which adequate accruals or reserves have been established on the Aconex Balance Sheet); and</li> </ol> </li> <li>3 mechanics', carriers', workmen's, repairmen's or other like Liens or other similar encumbrances arising or incurred in the ordinary course of business consistent with past practice that, in the aggregate, do not materially impair the value or the present or intended use and operation of the assets to which they relate.</li> </ol>
<b>Personal Data</b>	<p>any information or data:</p> <ol style="list-style-type: none"> <li>1 that alone or together with any other data or information relates to an identified or identifiable natural person; and</li> <li>2 considered to be personally identifiable information or data under applicable Data Protection Requirements.</li> </ol>
<b>Prescribed Occurrence</b>	<p>other than:</p> <ol style="list-style-type: none"> <li>1. as required or permitted by this deed or the Scheme;</li> <li>2. as fairly disclosed to ASX prior to the date of this deed; or</li> <li>3. with the written consent of the Buyer,</li> </ol> <p>the occurrence of any of the following between the date of this deed and 8.00am on the Second Court Date:</p> <ol style="list-style-type: none"> <li>4. Aconex converting all or any of its shares into a larger or smaller number of shares;</li> <li>5. Aconex resolving to reduce its share capital in any way or reclassifying, combining, splitting or redeeming or repurchasing directly or indirectly any of its shares;</li> <li>6. Aconex: <ol style="list-style-type: none"> <li>a. entering into a buy-back agreement; or</li> <li>b. resolving to approve the terms of a buy-back agreement under the Corporations Act;</li> </ol> </li> <li>7. a member of the Aconex Group issuing shares, or granting a performance</li> </ol>



	<p>right or an option over its shares, or agreeing to make such an issue or grant such a right or an option other than:</p> <ol style="list-style-type: none"> <li>a. on vesting or exercise of, or in respect of, an Equity Incentive existing as at the date of this deed and fairly disclosed to the Buyer; or</li> <li>b. where the shares or options are issued, or agreed to be issued, by a Aconex Group Member (other than Aconex) to Aconex or a Related Body Corporate of Aconex;</li> </ol> <ol style="list-style-type: none"> <li>8. a member of the Aconex Group issuing, or agreeing to issue, securities convertible into shares or debt securities other than where the securities are issued, or agreed to be issued, by a Aconex Group Member (other than Aconex) to Aconex or a Related Body Corporate of Aconex;</li> <li>9. Aconex declaring, paying or distributing any dividend, bonus or other share of its profits or assets;</li> <li>10. a member of the Aconex Group disposing, or agreeing to dispose, of the whole, or a substantial part, of the Aconex Group's business or property;</li> <li>11. a member of the Aconex Group granting, or agreeing to grant, any form of Security Interest over, the whole, or a substantial part, of the Aconex Group's business or property;</li> <li>12. a member of the Aconex Group making any change to its constituent documents;</li> <li>13. subject to the Operating Items Disclosure Schedule, Aconex not complying in all respects with clauses 5.6(b)(3), 5.6(b)(6), 5.6(b)(7), 5.6(b)(8), 5.6(b)(9),5.6(b)(9), 5.6(b)(16), 5.6(b)(18), 5.6(b)(19) and 5.6(b)(21);</li> <li>14. an Insolvency Event occurs in respect of an Aconex Group Member.</li> </ol>
<b>Proceeding</b>	any suit, claim, action, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Government Agency or any arbitrator or arbitration panel.
<b>Process or Processing</b>	with respect to data, any operation or set of operations performed on data, whether or not by automated means, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination, deletion, erasure, destruction or combination of such data.
<b>Reimbursement Fee</b>	an amount in cash in Australian dollars of \$16 million (exclusive of GST).
<b>Related Bodies Corporate</b>	has the meaning set out in the Corporations Act.
<b>Representative</b>	in respect of a party, its Related Bodies Corporate and each director, officer, employee, advisor, agent or representative of that party and its Related Bodies Corporate.

<b>Restricted Period</b>	the period from and including the time of this deed to the earlier of: <ol style="list-style-type: none"> <li>1 the termination of this deed;</li> <li>2 the End Date; and</li> <li>3 the Effective Date.</li> </ol>
<b>RG 60</b>	Regulatory Guide 60 issued by ASIC in September 2011.
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between Aconex and the Scheme Shareholders, the form of which is attached as Attachment A or such other form as agreed in writing between the parties.
<b>Scheme Booklet</b>	the information described in clause 5.3(b) to be approved by the Court and despatched to the Aconex Shareholders and which must include the Scheme, an explanatory statement, an independent expert's report, notices of meeting and proxy form.
<b>Scheme Consideration</b>	the consideration to be provided by the Buyer in consideration for the transfer of the Aconex Shares held by a Scheme Shareholder to the Buyer, being, in respect of each Scheme Share \$7.80 cash.
<b>Scheme Meeting</b>	the meeting of Aconex Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	5.00pm (Melbourne time) on the fifth Business Day after the Effective Date.
<b>Scheme Share</b>	an Aconex Share held by a Scheme Shareholder.
<b>Scheme Shareholder</b>	an Aconex Shareholder as at the Scheme Record Date.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard, or if the application is adjourned for any reason, the first day on which the adjourned application is heard.
<b>Security Interest</b>	has the meaning given in section 51A of the Corporations Act, or similar meaning in its place of incorporation.
<b>Sensitive Information</b>	the information described in the sensitive information document agreed and initialled by the parties before the date of this deed.

<b>Share Register</b>	the register of members of Aconex maintained in accordance with the Corporations Act.
<b>Software</b>	any computer program, operating system, applications system, firmware or other code of any nature, whether operational, under development or inactive, including all object code, source code, data files, rules, data collections, diagrams, protocols, specifications, interfaces, definitions or methodology derived from the foregoing and any derivations, updates, enhancements and customization of any of the foregoing, processes, operating procedures, technical manuals, user manuals and other documentation thereof, whether in machine-readable form, programming language or any other language or symbols and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.
<b>Subsidiary</b>	has the meaning set out in the Corporations Act.
<b>Superior Proposal</b>	<p>a binding bona fide written offer, proposal, enquiry or indication of interest (and not resulting from a breach by Aconex of clause 10) made by a third party (or in the case of a direct merger between such third party or any Subsidiary of such third party and Aconex, the stockholders of such third party) which, if consummated, would result in such third party owning, directly or indirectly, all of the outstanding Aconex Shares, or all or substantially all of the consolidated assets of Aconex and its Subsidiaries, and which the Aconex Board, acting in good faith, and after having received written legal advice from its external legal advisor and written advice from its Financial Advisor, determines:</p> <ol style="list-style-type: none"> <li>1 is reasonably capable of being valued and completed in a timely fashion taking into account all aspects of offer, proposal, enquiry or indication of interest and the person making it, including any timing considerations, conditions precedent, legal, regulatory and financial matters, and the identity, reputation and financial condition of the proponent; and</li> <li>2 if completed substantially in accordance with its terms: <ol style="list-style-type: none"> <li>a. would be more favourable and provide greater value to Aconex Shareholders (as a whole) than the Transaction (as the Transaction has been amended or varied following application of the matching right in clause 10, if applicable) taking into account all terms and conditions of the offer, proposal, enquiry or indication of interest (including consideration, conditionality, funding, certainty and timing);</li> <li>b. is not subject to any financing condition (and if financing is required, such financing is then fully committed to the third party);</li> <li>c. is reasonably capable of being completed on the terms proposed without unreasonable delay; and</li> </ol> </li> <li>3 includes termination rights of the third party on terms no less favourable to Aconex than the terms set forth in this deed, all from a third party capable of performing such terms.</li> </ol>
<b>Tax</b>	any federal, state, provincial, local, or foreign income, gross receipts, branch profits, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment,

	disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, goods and services, alternative or add-on minimum or estimated tax or other tax, custom, duty, governmental fee or other like assessment or charge of any kind whatsoever imposed by any Government Agency, including any interest, penalty, addition to tax or additional amount with respect thereto, whether disputed or not.
<b>Tax Authority</b>	any Government Agency responsible for the imposition of any Tax.
<b>Tax Return</b>	any report, return, document, statement, declaration or other information relating to Taxes, including any schedule or attachment thereto, information returns, any document with respect to or accompanying payments of Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information, and in each case any amendment thereof
<b>Third Party Platform</b>	any other person's device, platform, application, operating system, website, networked physical object (including Internet of Things (IoT)), software as a service, platform as a service, infrastructure as a service, cloud service or similar service.
<b>Timetable</b>	the indicative timetable for the implementation of the Transaction agreed and initialled by the parties before the date of this deed.
<b>Tracking Data</b>	any: <ol style="list-style-type: none"> <li>1 information or data collected in relation to on-line, mobile or other electronic activities or communications that can reasonably be associated with a particular person, user, computer, mobile or other device, or instance of any application or mobile application;</li> <li>2 information or data collected in relation to off-line activities or communications that can reasonably be associated with or that derives from a particular person, user, computer, mobile or other device or instance of any application or mobile application; or</li> <li>3 device ID, device activity data or data collected from a networked physical object.</li> </ol>
<b>Transaction</b>	the acquisition of Aconex by the Buyer through implementation of the Scheme.

## 1.2 Interpretation

In this deed, headings are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;

- (d) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture, a partnership, a trust and any Government Agency;
- (e) a reference to a clause, party, Attachment, exhibit or schedule is a reference to a clause of, and a party, Attachment, exhibit and schedule to this deed, and a reference to this deed includes any Attachment, exhibit and schedule;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, instruments or by laws amending, consolidating, modifying or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances, instruments and by laws issued under that statute;
- (g) a reference to any document (including this deed) is to that document as amended, supplemented, varied, novated, ratified or replaced from time to time;
- (h) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (i) the word "includes" in any form is not a word of limitation;
- (j) a reference to "\$" or "dollar" is to Australian currency;
- (k) a reference to any time is, unless otherwise indicated, a reference to Melbourne, Victoria time;
- (l) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1, has the same meaning when used in this deed;
- (m) a reference to a party to a document includes that party's successors and permitted assignees;
- (n) a reference to a body (including an institute, association or authority), other than a party to this deed, whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (p) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constituent documents of any partnership or person, or death;
- (q) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (r) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (s) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

- (t) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party; and
- (u) a reference to 'fairly disclosed' means disclosed to the extent that, and in sufficient detail so as to enable, a reasonable bidder (or one of its Representatives) experienced in transaction processes similar to that applicable to the Transaction and experienced in a business similar to any business conducted by the Aconex Group, to reasonably identify the nature and scope of the relevant matter, event or circumstance.

### 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

### 1.4 Contra proferentem excluded

No term or condition of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or a provision of it.

### 1.5 Awareness

Where a representation or warranty is given 'so far as Aconex is aware' or with a similar qualification as to Aconex's awareness or knowledge, Aconex's awareness or knowledge is limited to and deemed to only include those facts, matters or circumstances of which Leigh Jasper, Paul Koppelman, Anna Gorton, Rob Phillipot, Paul Perrett, Peter Pollock and Ilona Charles is actually aware as at the date of this deed.

## 2 Proceeding with the Transaction

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### 2.1 Aconex to propose Scheme

- (a) Aconex agrees to propose the Scheme on and subject to the terms of this deed.
- (b) The Buyer agrees with Aconex to assist Aconex to propose the Scheme on and subject to the terms of this deed.
- (c) Aconex and the Buyer agree to implement the Transaction on and subject to the terms of this deed and the Scheme.

### 2.2 The Buyer may elect a Subsidiary

- (a) The Buyer may elect, under this clause 2.2, a wholly-owned Subsidiary of Oracle to acquire all of the Scheme Shares under the Scheme (instead of the Buyer) by giving written notice to Aconex of that relevant Subsidiary no later than 5 Business Days before the First Court Date.
- (b) The Buyer warrants that, if it elects a wholly-owned Subsidiary of Oracle to acquire all of the Scheme Shares pursuant to clause 2.2(a):
  - (1) the Buyer and the wholly-owned Subsidiary of Oracle will both enter into the Deed Poll;

- (2) the Buyer will continue to be bound by this deed as if it was still the entity acquiring all of the Scheme Shares under the Scheme; and
- (3) Oracle will ensure that the wholly-owned Subsidiary of Oracle completes the Scheme in accordance with the terms of this deed and the Deed Poll.

## 3 Conditions precedent and pre-implementation steps

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### 3.1 Conditions precedent

Subject to this clause 3.1, the Scheme will not become Effective, and the obligations of the Buyer under clause 4.3 are not binding, until each of the following conditions precedent is satisfied or waived to the extent and in the manner set out in this clause 3.

- (a) **FIRB Approval:** before 8.00am on the Second Court Date, one of the following has occurred:
  - (1) the Buyer has received written notice under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**), by or on behalf of the Treasurer of the Commonwealth of Australia (**Treasurer**), advising that the Commonwealth Government has no objections to the Transaction, either unconditionally or on terms that are acceptable to the Buyer; or
  - (2) the Treasurer becomes precluded by the passage of time from making an order in relation to the Transaction under the FATA; or
  - (3) where an interim order is made under the FATA in respect of the Transaction, the subsequent period for making a final order prohibiting the Transaction elapses without a final order being made.
- (b) **Equity Incentives:** Aconex has taken all necessary steps by 8.00am on the Second Court Date to ensure that, before the Scheme Record Date, all Equity Incentives are treated in the manner contemplated in clause 5.12.
- (c) **Court Approval:** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.
- (d) **Shareholder Approval:** Aconex Shareholders agree to the Scheme at the Scheme Meeting by the requisite majorities under the Corporations Act.
- (e) **No Material Adverse Change:** no Material Adverse Change occurs between the date of this deed and 8.00am on the Second Court Date.
- (f) **No Prescribed Occurrence:** between (and including) the date of this deed and 8.00am on the Second Court Date no Prescribed Occurrence occurs;
- (g) **Aconex Representations and Warranties:** the Aconex Representations and Warranties are true and correct in all material respects as at the date of this deed and as at 8.00am on the Second Court Date;
- (h) **Buyer Representations and Warranties:** the Buyer Representations and Warranties are true and correct in all material respects as at the date of this deed and as at 8.00am on the Second Court Date.
- (i) **Restraints:** as at the date of this deed and as at 8.00am on the Second Court Date:

- (1) there is not in effect any temporary, preliminary or final Order by any Government Agency restraining or prohibiting the Transaction and no Applicable Law has been adopted that makes the Transaction illegal or otherwise prohibited; and
- (2) there shall not be instituted any Proceeding initiated by any Government Agency:
  - (A) challenging or seeking to make illegal, delay materially or otherwise directly or indirectly restrain or prohibit the Transaction or seeking to obtain material damages in connection therewith;
  - (B) seeking to restrain or prohibit the Buyer's ownership or operation (or that of its Affiliates) of all or any material portion of the business, assets or products of Aconex and its Subsidiaries, taken as a whole, or of the Buyer and its Affiliates, taken as a whole, or to compel the Buyer or any of its Affiliates to dispose of, license (whether pursuant to an exclusive or nonexclusive license) or hold separate all or any material portion of the business, assets or products of Aconex and its Subsidiaries, taken as a whole, or of the Buyer and its Affiliates, taken as a whole;
  - (C) seeking, directly or indirectly, to impose or confirm material limitations on the ability of the Buyer or any of its Affiliates effectively to acquire, hold or exercise full rights of ownership of the Aconex Shares, including the right to vote such shares on all matters properly presented to Aconex Shareholders; or
  - (D) seeking to require divestiture by the Buyer or any its Affiliates of any equity interests in Aconex; and
- (3) there shall not be in effect any Order that is reasonably likely to result, directly or indirectly, in any of the effects referred to in clause 3.1(i)(2);
- (j) **Antitrust Approval:** before 8.00am on the Second Court Date, one of the following has occurred:
  - (1) the waiting period (and any extension thereof, subject to clause 3.1(i)(2)) applicable to the Transaction under all applicable Antitrust Laws in the jurisdictions agreed by the parties' lawyers in writing and in any other jurisdictions where the applicable Antitrust Laws require the parties to seek approval for the Transaction, or to make a filing and wait for the waiting period to expire, has expired or been terminated; or
  - (2) in respect of jurisdictions where the waiting period has not expired, the Buyer has received written notice of approval of the relevant Government Agency.

### 3.2 Best endeavours

- (a) The Buyer undertakes to Aconex to use its best endeavours to procure that each of the conditions precedent in clauses 3.1(a) (FIRB Approval), 3.1(h) (Buyer Representations and Warranties), 3.1(i) (Restraints) and 3.1(j) (Antitrust Approval) is satisfied as soon as practicable after the date of this deed and continues to be satisfied until the last time that the relevant clause requires it to be satisfied.



- (b) Notwithstanding anything to the contrary in this deed, in connection with the receipt of any necessary governmental approvals or clearances, nothing in this deed shall require the Buyer or any of its Affiliates to, nor shall Aconex or any of its Affiliates without the prior written consent of the Buyer agree or proffer to, divest, hold separate, or enter into any license or similar agreement with respect to, or agree to restrict the ownership or operation of, or agree to conduct or operate in a specified manner, any portion of the business or assets of the Buyer, Aconex or any of their respective Affiliates. Notwithstanding anything to the contrary in this deed, in no event shall the Buyer or any of its Affiliates be obligated to litigate or participate in the litigation of any Proceeding, whether judicial or administrative, brought by any Government Agency or appeal any Order:
- (1) challenging or seeking to make illegal, delay materially or otherwise directly or indirectly restrain or prohibit the Transaction or the other transactions contemplated by this deed or seeking to obtain from the Buyer or any of its Affiliates any damages in connection therewith; or
  - (2) seeking to prohibit or limit in any respect, or place any conditions on, the ownership or operation by Aconex, the Buyer or any of their respective Affiliates of all or any portion of the business, assets or any product of Aconex or any of its Affiliates or the Buyer or any of its Affiliates or to require any such person to dispose of, license (whether pursuant to an exclusive or non-exclusive license) or enter into a consent decree or hold separate all or any portion of the business, assets or any product of Aconex or any of its Affiliates or the Buyer or any of its Affiliates, in each case as a result of or in connection with the Transaction or any of the other transactions contemplated by this deed.

Without limiting the generality of the foregoing, Aconex shall give the Buyer the opportunity to participate in the defence of any Proceeding against Aconex and/or its Affiliates (or any of their respective Representatives) relating to the Transaction or any of the other transactions contemplated by this deed and will obtain the prior written consent of the Buyer prior to settling or satisfying any such Proceeding.

- (c) Aconex undertakes to the Buyer to use its best endeavours to procure that the conditions precedent in clauses 3.1(b) (Equity Incentives), 3.1(c) (Court Approval), 3.1(d) (Shareholder Approval), 3.1(f) (No Prescribed Occurrence), 3.1(g) (Aconex Representations and Warranties), 3.1(i) (Restraints) and 3.1(j) (Antitrust Approval) are satisfied in accordance with their terms and continue to be satisfied until the last time that the relevant clause requires it to be satisfied.
- (d) Each party undertakes to use its best endeavours to procure that there is no occurrence within the control of Aconex or the Buyer (as the context requires) that would prevent a condition precedent in clause 3.1, which such party must use best endeavours to satisfy, being satisfied in accordance with its terms.
- (e) Aconex will be taken to have used have best endeavours to procure the satisfaction of the condition precedent in clause 3.1(d) (Shareholder Approval) by undertaking the steps in clauses 5.2, 5.3, 5.5, 5.9, 8, 10, 12, and 16.10 of this deed.
- (f) Aconex undertakes to use its best endeavours to ensure that there is no event within its control or the control of any of its Subsidiaries that would cause a Material Adverse Change.
- (g) Without limiting this clause 3.2, the Buyer must:

- (1) promptly apply for the FIRB Approval and all approvals required under clause 3.1(j) Antitrust Approval);
- (2) take all steps required under the relevant process, including responding to requests for information at the earliest practicable time; and
- (3) keep Aconex informed of the progress in relation to obtaining the approval, including any matters raised or conditions or other arrangements proposed by the relevant Government Agency; and
- (4) in the case of the FIRB Approval, agree or accept the tax-related conditions set out in Part A of Attachment A of FIRB Guidance Note 47.

### 3.3 Waiver of conditions precedent

- (a) The conditions precedent in clauses 3.1(a) (FIRB Approval), 3.1(c) (Court Approval), 3.1(d) (Shareholder Approval), 3.1(i)(1) (Restraints) and 3.1(j) (Antitrust Approval) cannot be waived.
- (b) The conditions precedent in clauses 3.1(b) (Equity Incentives), 3.1(e) (No Material Adverse Change), 3.1(f) (No Prescribed Occurrence), 3.1(g) (Aconex Representations and Warranties) and 3.1(i)(2) and 3.1(i)(3) (Restraints) are for the sole benefit of the Buyer and may only be waived by the Buyer (in its absolute discretion) in writing.
- (c) The condition precedent in clause 3.1(h) (Buyer Representations and Warranties) is for the sole benefit of Aconex and may only be waived by Aconex (in its absolute discretion) in writing.
- (d) Waiver of a breach or non-fulfilment in respect of one condition precedent does not constitute:
  - (1) a waiver of breach or non-fulfilment of any other condition precedent resulting from the same event; or
  - (2) a waiver of breach or non-fulfilment of that condition precedent resulting from any other event.

### 3.4 Termination on failure of condition precedent

- (a) If any event occurs which would, or in fact does, prevent a condition precedent in clause 3.1 being satisfied and that condition precedent is not waived by Aconex or the Buyer or both (as applicable) in accordance with clause 3.3, the parties must consult in good faith to consider and, if (in each party's sole discretion) agreed:
  - (1) determine whether the Transaction may proceed by way of alternative means or methods;
  - (2) change the date of the application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed by Aconex and the Buyer (being a date no later than 5 Business Days before the End Date); or
  - (3) extend the relevant date or End Date.
- (b) If the parties are unable to reach agreement under clause 3.4(a) within 5 Business Days of becoming aware of the relevant occurrence or relevant date

or by the End Date, then unless that condition precedent is waived by Aconex or the Buyer or both as provided in clause 3.3:

- (1) either of Aconex or the Buyer may terminate this deed without any liability (except under clause 11, if applicable) to the other parties because of that termination, in relation to the conditions precedent in clauses 3.1(a), 3.1(c), 3.1(d) and 3.1(j); and
- (2) the Buyer may terminate this deed without any liability to Aconex because of that termination, in relation to the conditions precedent in clauses 3.1(b), 3.1(e), 3.1(f), 3.1(g), and 3.1(i).

However, a party may not terminate this deed pursuant to this clause 3.4(b) if the relevant occurrence or event, the failure of a condition precedent to be satisfied, or the failure of the Scheme to become Effective, arises out of a breach by that party (or where the Buyer is seeking to terminate, a breach by Oracle), although in such other circumstances nothing in this clause 3.4 shall preclude the other party from terminating this deed to the extent otherwise permitted.

- (c) Subject to any rights or obligations arising under or pursuant to clauses that are expressed to survive termination, on termination of this deed, no party shall have any rights against or obligations to any other party under this deed except for those rights and obligations which accrued prior to termination.
- (d) If the condition in clause 3.1(d) (Shareholder Approval) is not satisfied only because of a failure to obtain the majority required by section 411(4)(a)(ii)(A) of the Corporations Act, then either of Aconex or the Buyer may by written notice within 3 Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court to be sought, pursuant to the Court's discretion in that section, provided the party has in good faith formed the view that the prospect of the Court exercising its discretion in that way is reasonable. If approval is given, the condition in clause 3.1(d) (Shareholder Approval) is deemed to be satisfied for all purposes.
- (e) If the condition in clause 3.1(j) (Antitrust Approval) (or in clause 3.1(i) (Restraints) as a result of a Proceeding under any Antitrust Law) is not satisfied by the End Date (as it may be extended as set forth below), then, unless:
  - (1) there shall have been a material uncured breach of, or a material uncured inaccuracy in, a covenant or representation or warranty of the Buyer or its Subsidiary set forth in this deed, and
  - (2) as a result of such material uncured breach or inaccuracy, Aconex or its Subsidiary has the immediately exercisable right to validly terminate this deed immediately prior to the End Date,

the Buyer shall be entitled to extend the End Date by a three (3) month period by written notice to Aconex (the End Date may be so extended not more than twice at the election of the Buyer), it being understood that in no event shall the End Date be extended to a date that is later than the 12 month anniversary of this deed.

### 3.5 Certain notices

- (a) If Aconex or the Buyer becomes aware that any condition precedent has been satisfied, it must promptly notify the other orally and in writing of this fact.
- (b) If, before the time specified for satisfaction of a condition precedent, an event that will prevent, or is reasonably likely to prevent, that condition precedent

being satisfied occurs, the party with knowledge of that event must promptly give the other parties written notice of that event.

- (c) If a condition precedent is not satisfied or waived by the time and date specified for satisfaction of that condition precedent, then, unless there is no reasonable prospect that the condition precedent will be satisfied before the End Date, Aconex may make an application to defer the Second Court Date until such time (being not later than the Business Day before the End Date) as reasonably required to enable the relevant condition precedent to be satisfied.
- (d) Aconex and the Buyer (as the case may be) must promptly notify each other in writing of any fact, matter, change, event or circumstance causing, or which, so far as can reasonably be foreseen, would cause:
  - (1) a representation or warranty provided in this deed by a relevant party to be false or misleading in any material respect;
  - (2) a breach or non-satisfaction of any of the conditions precedent in clause 3.1; or
  - (3) a material breach of this deed by a relevant party.

## 4 Transaction steps

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### 4.1 Scheme

Aconex must propose the Scheme on and subject to the terms of this deed.

### 4.2 Scheme Consideration

Each Scheme Shareholder is entitled to receive the Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder in accordance with the terms of this deed and the Scheme.

### 4.3 Payment of Scheme Consideration

The Buyer undertakes and warrants to Aconex (in its own right and separately as trustee or nominee for each of the Scheme Shareholders) that, subject to the terms of this deed and the Deed Poll, in consideration of the transfer to the Buyer of each Aconex Share held by a Scheme Shareholder at the Scheme Record Date under the terms of the Scheme, the Buyer will on the Implementation Date:

- (a) accept that transfer; and
- (b) pay or procure the payment of the Scheme Consideration in accordance with the Scheme.

Notwithstanding anything in this deed to the contrary, the Buyer and each of its Affiliates shall be entitled to deduct from any Scheme Consideration otherwise payable any amount of withholding it is required to deduct and withhold with respect to such Scheme Consideration under Applicable Law. If any amount is so deducted or withheld, such amount shall be treated for all purposes of the Transaction as having been paid to the Scheme Shareholder in respect of which such deduction or withholding was imposed.

#### 4.4 No amendment to Scheme without consent

Aconex must not consent to any modification of, or amendment to, or the making or imposition by the Court of any condition in respect of, the Scheme without the prior written consent of the Buyer (such consent not to be unreasonably withheld in the case of any procedural modification, amendment or condition made or imposed by the Court).

## 5 Implementation

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### 5.1 Obligations of both Aconex and the Buyer – certificate

At the hearing on the Second Court Date, Aconex and the Buyer must provide to the Court a certificate confirming whether or not the conditions precedent in clause 3.1 (other than the condition in clause 3.1(c) (Court Approval)) have been satisfied or waived in accordance with this deed. A draft of such certificate shall be provided by each party to the other parties by 3.00pm on the Business Day prior to the Second Court Date.

### 5.2 Obligations of both Aconex and the Buyer – timing

- (a) Subject to clause 5.2(b), the parties must use their best endeavours to:
- (1) comply with their respective obligations under this clause 5; and
  - (2) take all necessary steps and exercise all rights necessary to implement the Transaction,
- in accordance with the Timetable.
- (b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of clause 5.2(a) to the extent that such failure is due to circumstances and matters outside the party's control.
- (c) Each party must keep the other parties informed about their progress against the Timetable and notify each other if it believes that any of the dates in the Timetable are not achievable.
- (d) To the extent that any of the dates or timeframes set out in the Timetable become not achievable due to matters outside of a party's control, the parties will consult in good faith to agree any necessary extension to ensure such matters are completed within the shortest possible timeframe.

### 5.3 Aconex's obligations

Without limiting the general nature of clause 2, Aconex must execute all documents and do all acts and things within its power as may be reasonably necessary or desirable for the implementation of the Transaction on a basis consistent with this deed and as expeditiously as possible and in particular Aconex must:

- (a) **announce recommendation of Scheme:** following execution of this deed, announce, in a form agreed between Aconex and the Buyer, that each of the directors of Aconex:
- (1) intends to recommend to Aconex Shareholders that the Scheme be approved; and
  - (2) who holds or controls Aconex Shares intends to vote his or her Aconex Shares in favour of the Scheme,

subject to:

- (3) the Independent Expert's Report concluding and continuing to conclude that the Scheme is in the best interests of Aconex Shareholders; and
  - (4) there being no Superior Proposal;
- (b) **preparation of Scheme Booklet:** subject to clause 5.3(k):
- (1) as soon as practicable after the date of this deed, prepare and despatch the Scheme Booklet in accordance with all Applicable Laws and in particular with the Corporations Act, the Corporations Regulations, RG 60 and the Listing Rules; and
  - (2) unless there has been a change of recommendation permitted by this deed, include in the Scheme Booklet a statement by the Aconex Board:
    - (A) unanimously recommending that Aconex Shareholders vote in favour of the Scheme subject to the Independent Expert's Report continuing to conclude that the Scheme is in the best interests of Aconex Shareholders and there being no Superior Proposal; and
    - (B) that each director of Aconex who holds or controls Aconex Shares intends to vote his or her Aconex Shares in favour of the Scheme subject to the Independent Expert's Report continuing to conclude that the Scheme is in the best interests of Aconex Shareholders and there being no Superior Proposal;
- (c) **section 411(17)(b) statement:** apply to ASIC for the production of:
- (1) a letter stating that it does not intend to appear at the First Court Date; and
  - (2) a statement under section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (d) **Court documents:** consult with the Buyer in relation to the content, and provide the Buyer with copies, of the documents required for the purposes of the Court hearings held for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating processes, affidavits, submissions and draft minutes of Court orders), and consider in good faith any comments on or suggested amendments to those documents from the Buyer or its Representatives prior to filing those documents with the Court, and not file any such documents with the Court without the prior consent of the Buyer (such consent not to be unreasonably withheld or delayed);
- (e) **Court direction:** promptly apply to the Court for orders pursuant to section 411(1) of the Corporations Act directing Aconex to convene the Scheme Meeting;
- (f) **Scheme Meeting:** convene the Scheme Meeting to seek Aconex Shareholders' agreement to the Scheme in accordance with the orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (g) **Court approval:** (subject to all conditions precedent in clause 3.1, other than the condition in clause 3.1(c) (Court Approval), being satisfied or waived in accordance with this deed) promptly apply to the Court for orders approving the Scheme as agreed to by the Aconex Shareholders at the Scheme Meeting;

- (h) **lodge copy of Court order:** lodge with ASIC an office copy of the Court order in accordance with section 411(10) of the Corporations Act approving the Scheme as agreed to by the Aconex Shareholders at the Scheme Meeting on the day such office copy is received (or such later date as agreed in writing by the Buyer);
- (i) **Scheme Consideration:** close the Share Register as at the Scheme Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and the Deed Poll;
- (j) **transfer and registration:** if the Scheme becomes Effective and subject to the Scheme Consideration having been paid by the Buyer in accordance with the Scheme and the Deed Poll:
  - (1) execute, on behalf of Scheme Shareholders, instruments of transfer of Aconex Shares held by Scheme Shareholders to the Buyer; and
  - (2) register all transfers of Scheme Shares held by Scheme Shareholders to the Buyer on, or as soon as practicable after, the Implementation Date;
- (k) **consultation with the Buyer:** consult with the Buyer as to the content and presentation of the Scheme Booklet including as follows (and not submit the Scheme Booklet to ASIC, the Court or the Aconex Shareholders without the consent of the Buyer, such consent not to be unreasonably withheld or delayed, it being understood that the Scheme Booklet will be consistent with market practice in Australia and that any disagreement over what is or is not market practice between the parties will not be construed as the Buyer acting unreasonably):
  - (1) providing to the Buyer drafts of the Scheme Booklet for the purpose of enabling the Buyer to review and comment on those draft documents (accepting that any review of the Independent Expert's Report is limited to review for factual accuracy of those parts that include information relating to the Buyer);
  - (2) taking all comments made by the Buyer into account in good faith when producing a revised draft of the Scheme Booklet;
  - (3) providing to the Buyer a revised draft of the Scheme Booklet within a reasonable time before the draft of the Scheme Booklet which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act is finalised;
  - (4) obtaining written approval from the Buyer for the form and content in which the Buyer Information appears in the Scheme Booklet;
- (l) **ASIC and ASX review:** keep the Buyer informed of any matters raised by ASIC and ASX in relation to the Scheme Booklet or the Transaction, and use reasonable endeavours to take into consideration in resolving such matters any issues raised by the Buyer;
- (m) **Independent Expert:** promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare its report for the Scheme Booklet (including any updates to such report) and any other materials to be prepared by the Independent Expert for inclusion in the Scheme Booklet (including any updates) as soon as practicable;
- (n) **listing:** not do anything to cause Aconex Shares to cease being quoted on the ASX or to become permanently suspended from quotation prior to completion of the Transaction unless the Buyer has agreed in writing;

- (o) **update Scheme Booklet:** until the Scheme Meeting, promptly update or supplement the Scheme Booklet with, or, if the parties agree (provided that Aconex will not be limited from making any disclosure necessary, in its sole discretion, to comply with its continuous disclosure obligations), otherwise inform the market by way of announcement of, any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Scheme Booklet does not contain any material statement that is false or misleading in a material respect including because of any material omission from that statement and seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. Aconex must consult with (and obtain the consent of) the Buyer as to the content and presentation of any updated or supplementary Scheme Booklet in the manner contemplated by clause 5.3(k);
- (p) **suspension of trading:** apply to ASX to suspend trading in Aconex Shares with effect from the close of trading on the Effective Date;
- (q) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act, at which through its counsel, Aconex will undertake (if requested by the Court) to do all such things and take all such steps within its power as are necessary in order to ensure the fulfilment of its obligations under this deed and the Scheme; and
- (r) **compliance with laws:** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all Applicable Laws.

#### 5.4 Buyer's obligations

Without limiting the general nature of clause 2, the Buyer must execute all documents and do all acts and things within its power as may be reasonably necessary or desirable for the implementation of the Transaction on a basis consistent with this deed and as expeditiously as possible, and in particular the Buyer must:

- (a) **Buyer Information:** prepare and promptly provide to Aconex the Buyer Information for inclusion in the Scheme Booklet and consent to the inclusion of that information in the Scheme Booklet;
- (b) **Update Buyer Information:** promptly provide to Aconex any information that arises after the Scheme Booklet has been despatched and until the date of the Scheme Meeting that may be necessary to ensure that the Scheme Booklet, in relation to the Buyer Information in it, does not contain any material statement that is false or misleading in a material respect including because of any material omission;
- (c) **review of Scheme Booklet:** review the drafts of the Scheme Booklet prepared by Aconex and provide comments promptly on those drafts in good faith;
- (d) **Independent Expert's Report:** provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report to be sent together with the Scheme Booklet (including any updates to such report) and any other materials to be prepared by the Independent Expert for inclusion in the Scheme Booklet (including any updates);
- (e) **representation:** procure that it is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act, at which through its counsel, the Buyer will undertake (if requested by the Court) to do all such things and take all such steps within its power as are



necessary in order to ensure the fulfilment of its obligations under this deed and the Scheme;

- (f) **Deed Poll:** upon the execution of this deed, enter into the Deed Poll;
- (g) **accuracy of Buyer Information:** before a draft of the Scheme Booklet is lodged with ASIC, and again before the Scheme Booklet is despatched to Aconex Shareholders, confirm to Aconex the accuracy and completeness of the Buyer Information in the Scheme Booklet, including that it does not contain any material statement that is false or misleading in a material respect including because of any material omission;
- (h) **Share transfer:** if the Scheme becomes Effective, accept a transfer of the Aconex Shares as contemplated by clause 4.3(a);
- (i) **Scheme Consideration:** if the Scheme becomes Effective, pay (or procure the payment of) the Scheme Consideration in the manner and amount contemplated by clause 4 and the terms of the Scheme; and
- (j) **Financing:** to do everything necessary to ensure that all finance agreements and arrangements to which the Buyer is party relating to the availability of funds for the purposes of paying the Scheme Consideration remain on foot, that all conditions precedent to draw down of funds have been satisfied or waived under those agreements or arrangements and to hold the proceeds of the financing to the extent required to pay the Scheme Consideration to the Scheme Shareholders on the Implementation Date.

## 5.5 Content of Scheme Booklet

- (a) The parties agree that the Scheme Booklet will contain statements to the effect that:
  - (1) Aconex is responsible for the content of the Scheme Booklet other than, to the maximum extent permitted by law, the Buyer Information, the Independent Expert's Report or any other report or letter issued to Aconex by a third party; and
  - (2) the Buyer is responsible for the Buyer Information (and no other part of the Scheme Booklet).
- (b) If the parties disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet.
- (c) If within two Business Days of the consultation referred to in paragraph (b) above having commenced there is still no agreement between the parties, the final form and content of the Scheme Booklet shall, subject to clause 5.3(k), be determined by Aconex acting reasonably provided that:
  - (1) if the Buyer disagrees with such final form and content, Aconex must include a statement in the Scheme Booklet prepared by the Buyer that explains the reasons for its disagreement; and
  - (2) if Aconex's concerns relate to Buyer Information, the Buyer will make the final determination as to the final form and content of the Buyer Information.

## 5.6 Conduct of business

- (a) From the date of this deed up to and including the Implementation Date, for so long as a majority of the Aconex Board recommends that Aconex Shareholders vote in favour of the Scheme, Aconex must conduct, and must ensure that its

Related Bodies Corporate conduct, their businesses in the ordinary and proper course of business, in substantially the same manner and at the same locations as previously conducted and, where appropriate for that purpose, use reasonable efforts to:

- (1) preserve intact current business organisations;
  - (2) keep available the services of its current officers and employees;
  - (3) maintain and preserve its relationships with Government Agencies, customers, suppliers, licensors, licensees and others having business dealings with any Aconex Group Member;
  - (4) maintain its business and assets, including maintaining at least its current level of insurance,
 

except to the extent that:

    - (A) it is required to do, permitted to do or is permitted not to do, that thing under or in accordance with this deed;
    - (B) Aconex responds to a Competing Proposal as permitted by clause 10;
    - (C) it has been fairly disclosed to the Buyer prior to the date of this deed; or
    - (D) the Buyer provides prior written consent (such consent not to be unreasonably withheld or delayed).
- (b) Without limiting clause 5.6(a), but subject to the Operating Items Disclosure Schedule, Aconex must not and must ensure that its Subsidiaries do not, other than with the prior written consent of the Buyer:
- (1) amend any term of any share in any Aconex Group Member (in each case, whether by merger, consolidation or otherwise);
  - (2) adopt a plan or agreement of, or resolutions providing for or authorizing, complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization, each with respect to any Aconex Group Member;
  - (3) make any capital expenditures or incur any obligations or liabilities in respect thereof in excess of \$1,000,000 in the aggregate in any fiscal quarter;
  - (4) acquire:
    - (A) any business, assets or capital stock of any person or division thereof, whether in whole or in part (and whether by purchase of shares, purchase of assets, merger, consolidation, or otherwise); or
    - (B) any other material assets (other than assets acquired in the ordinary course of business consistent with past practice);
  - (5) except after consultation with the Buyer in connection with the proposed sale of the Conject on premise facilities management solution and associated assets, sell, lease, license, pledge, transfer, subject to any Lien or other Security Interest or otherwise dispose of any of its Intellectual Property, material assets or material properties except pursuant to existing Contracts or commitments, sales of used equipment in the ordinary course of business consistent with past practice, Permitted Liens incurred in the ordinary course of business consistent with past practice;

- (6) hire or engage any employees, consultants or contractors, or induce or encourage any employees, consultants or contractors to resign from any Aconex Group Member, or promote any employees, or transfer any employees, or change the employment status or titles or terms of employment of any employees;
- (7) increase the salary or other compensation (of any type or form) payable or to become payable by an Aconex Group Member to any of their current or former employees, consultants, contractors, or advisors;
- (8) modify any existing salary, bonus, commission, severance, equity compensation or other equity arrangement or any other compensatory arrangement with any such person (including under any profit sharing, management by objectives, incentive, gainsharing, competency or performance plan) or modify or waive any of the terms or conditions thereof or the performance or other criteria or conditions to payment or earning thereof;
- (9) reprice any right to acquire any shares in any Aconex Group Member or amend or accelerate or waive any vesting terms related to any award of, or award with respect to, any shares in any Aconex Group Member held by any such person;
- (10) declare, pay, commit to, approve, or undertake any obligation of any other kind for the payment by any Aconex Group Member of a bonus, commission or other additional salary, compensation or employee benefits to any such person (including under any profit sharing, management by objectives, incentive, gainsharing, competency or performance plan), except in relation to any bonus (including any client services bonuses, but excluding discretionary bonuses), commission, compensation or employee benefits an Aconex Group Member is required to pay under or in connection with obligations in written agreements or plans that exist as at the date of this deed;
- (11) write-down any of its material assets, including any Aconex IP that is owned by an Aconex Group Member;
- (12) make any change in any method of financial accounting principles, method or practices, in each case except for any such change required by GAAP or Applicable Law (in each case following consultation with Aconex's independent auditor);
- (13) repurchase, prepay or incur any Indebtedness, including by way of a guarantee or an issuance or sale of debt securities, or issue or sell options, warrants, calls or other rights to acquire any debt securities of any Aconex Group Member, enter into any "keep well" or other Contract to maintain any financial statement or similar condition of another person or enter into any arrangement having the economic effect of any of the foregoing (other than (A) in connection with the financing of ordinary course trade payables consistent with past practice or (B) accounts payable in the ordinary course of business consistent with past practice);
- (14) make any loans, advances or capital contributions to, or investments in, any other person (other than (A) to any Aconex Group Member or (B) accounts receivable and extensions of credit in the ordinary course of business, and advances in expenses to employees, in each case in the ordinary course of business consistent with past practice);

- (15) agree to any exclusivity, non-competition, most favored nation, or similar provision or covenant restricting any Aconex Group Member or any of their respective Affiliates from competing in any line of business or with any person or in any area or engaging in any activity or business (including with respect to the development, manufacture, marketing or distribution of their respective products or services), or pursuant to which any benefit or right would be required to be given or lost as a result of so competing or engaging, or which would have any such effect on the Buyer or any of its Affiliates after the Effective Date;
- (16) enter into any Contract, or relinquish or terminate any Contract or other right, in any individual case with an annual value in excess of \$100,000 or with a value over the life of the Contract in excess of \$300,000, other than:
- (A) entering into Software license agreements, or the renewal of any existing Software license agreements, where any Aconex Group Member is the licensor in the ordinary course of business consistent with past practice;
  - (B) entering into service or maintenance Contracts in the ordinary course of business consistent with past practice pursuant to which any Aconex Group Member is providing services to customers;
  - (C) entering into non-exclusive distribution, marketing, reselling or consulting agreements in the ordinary course of business consistent with past practice that provide for distribution of an Aconex product by a third party; or
  - (D) entering into non-exclusive OEM agreements in the ordinary course of business consistent with past practice that are terminable without penalty within twelve months;
- (17) make or change any Tax election, change any annual Tax accounting period, adopt or change any method of Tax accounting, amend any Tax Returns or file any claim for Tax refunds, enter into any closing agreement or Tax ruling, enter into any Tax allocation agreement, Tax sharing agreement or Tax indemnity agreement (other than any customary commercial or financing agreements, entered into in the ordinary course of business consistent with past practices), consent to any waiver or extension with respect to any Tax Proceeding, file any Tax Return (other than an amendment to a Tax Return) in a manner inconsistent with past practice, settle any Tax Proceeding, or surrender any right to claim a Tax refund (including any such refund to the extent it is used to offset or otherwise reduce Tax liability);
- (18) institute, pay, discharge, compromise, settle or satisfy (or agree to do any of the preceding with respect to) any claims, liabilities or obligations (whether absolute, accrued, asserted or unasserted, contingent or otherwise), in excess of \$150,000 in any individual case, other than:
- (A) as required by their terms as in effect on the date of this deed;
  - (B) claims, liabilities or obligations reserved against on Aconex Balance Sheet (for amounts not in excess of such reserves); or

- (C) claims, liabilities or obligations incurred since Aconex Balance Sheet Date in the ordinary course of business consistent with past practice,

provided that, in the case of each of items A, B or C above, the payment, discharge, settlement or satisfaction of such claim, liability or obligation does not include any material obligation (other than the payment of money) to be performed by any Aconex Group Member following the Effective Date;

- (19) waive, relinquish, release, grant, transfer or assign any right with a value of more than \$150,000 in any individual case except in the ordinary course of business consistent with past practice;
- (20) waive any material benefits of, or agree to modify in any adverse respect, or fail to enforce, or consent to any matter with respect to which its consent is required under, any confidentiality, standstill or similar Contract to which any Aconex Group Member is a party;
- (21) pay any fees and expenses incurred in connection with the transactions contemplated by this deed, in excess of \$250,000 in the aggregate;
- (22) engage in:
- (A) any trade loading practices or any other promotional sales or discount activity with any customers or distributors with any intent of accelerating to prior fiscal quarters (including the current fiscal quarter) sales to the trade or otherwise that would otherwise be expected (based on past practice) to occur in subsequent fiscal quarters
- (B) any practice which would have the effect of accelerating to prior fiscal quarters (including the current fiscal quarter) collections of receivables that would otherwise be expected (based on past practice) to be made in subsequent fiscal quarters;
- (C) any practice which would have the effect of postponing to subsequent fiscal quarters payments by any Aconex Group Member that would otherwise be expected (based on past practice) to be made in prior fiscal quarters (including the current fiscal quarter); or
- (D) any other promotional sales or discount activity,
- in each case in items (A) through (D) above in a manner outside the ordinary course of business consistent with past practices;
- (23) change any practices or policies of Aconex or any of its Subsidiaries that requires the Tracking Data or Personal Data to be anonymized or that any Personal Data be kept segregated and secured from other data sets;
- (24) change any practices or policies of Aconex or any of its Subsidiaries that restricts or prohibits the collection or use of any credit card information, credit scores, financial account information, social security numbers, or health or medical information, or any other data designated as 'sensitive' under any Data Protection Requirements, except as required by order of any Government Agency; or
- (25) change any practices or policies of Aconex or any of its Subsidiaries relating to, or to take any other action that would cause Aconex or any

of its Subsidiaries or their respective businesses to be subject to, any Applicable Laws, including Data Protection Requirements, of any jurisdiction in which they are not subject to such Applicable Laws as of the date hereof.

- (c) Where Aconex seeks the Buyer's consent in relation to the matters the subject of clause 5.6(b), the Buyer confirms that it will use best endeavours to provide its response, being whether to consent, or not, to the relevant matter (or on what basis its consent may or may not be given), as promptly as practicable.
- (d) Nothing in clause 5.6(b) requires Aconex to seek the Buyer's consent in relation to any commercial contracts where the Buyer or its Affiliates are competing directly with an Aconex Group Member.

## 5.7 Integration planning

- (a) Aconex must provide the Buyer with reasonable access to information (subject to any existing confidentiality obligations owed to third parties or any other applicable legal restriction) and members of the executive leadership team and other Representatives of Aconex as reasonably requested by the Buyer at mutually convenient times for the sole purpose of:
  - (1) implementation of the Scheme;
  - (2) the Buyer obtaining an understanding of the operations of the Aconex Group's business, financial position, prospects and affairs in order to allow and facilitate the development and the implementation of the plans of the Buyer for those businesses following implementation of the Scheme (including, for the avoidance of doubt, access to financial, operational, Contract and accounting information for the Buyer to perform analyses in support of planning for the application of the Buyer's accounting standards); or
  - (3) any other purpose agreed between the parties in writing,
 provided that:
  - (4) information may be made available via the data room;
  - (5) nothing in this clause will require Aconex to provide information concerning Aconex's directors and management's consideration of the Scheme or any Competing Transaction; and
  - (6) it does not, in the reasonable opinion of Aconex, result in unreasonable disruptions to the Aconex Group's business or require Aconex to make further disclosure to any other entity or Government Agency.
- (b) The obligations pursuant to clause 5.7(a) commence from the date of this deed and cease to operate upon a majority of the Aconex Board changing or withdrawing their recommendation that Aconex Shareholders vote in favour of the Scheme, or recommending a Competing Transaction.

## 5.8 Change of control provisions

As soon as practicable after the date of this deed, Aconex must seek to identify any change of control or unilateral termination rights in material leases and material Contracts to which Aconex or a Aconex Group Member is party which may be triggered by or exercised in response to the implementation of the Transaction. In respect of those leases and Contracts:

- (a) Aconex and the Buyer will agree a proposed course of action (which, among other things, will have due regard to applicable legal restrictions) and then Aconex will initiate contact, including joint discussions if required, with the relevant landlords and counterparties and request that they provide any consents or confirmations required or appropriate.
- (b) Aconex must take all reasonable action necessary to obtain such consents or confirmations as expeditiously as possible, including by promptly providing any information reasonably required by counterparties.
- (c) the Buyer must take all reasonable action to provide information reasonably requested by counterparties to support Aconex in gaining the consents or confirmations referred to in clause 5.8(b).
- (d) Provided that Aconex has used all reasonable endeavours, a failure by an Aconex Group Member to obtain any third party consent or confirmation, or the exercise of a termination right, will not constitute a breach of this deed by Aconex and, together with any consequences that arise, will be disregarded when assessing the operation of any other provision of this deed.

## 5.9 Aconex Board recommendation

- (a) Aconex must procure that, subject to clause 5.9(c):
  - (1) the directors of Aconex unanimously recommend that Aconex Shareholders vote in favour of the Scheme at the Scheme Meeting, in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report that the Scheme is in the best interests of Scheme Shareholders; and
  - (2) the Scheme Booklet includes a statement by the Aconex Board to that effect.
- (b) Aconex must procure that the Aconex Board collectively, and the directors of Aconex individually, do not change, withdraw or modify its, his or her recommendation to vote in favour of the Scheme unless:
  - (1) the Independent Expert provides a report to Aconex (including either the Independent Expert's Report or any update, addendum or variation to it) that concludes that the Scheme is not in the best interest of Scheme Shareholders; or
  - (2) Aconex has received, other than as a result of a breach of clause 10, a Superior Proposal,
 and Aconex has complied with its obligations under clauses 10 and 11.
- (c) Customary qualifications and explanations made in relation to a recommendation to vote in favour of the Scheme to the effect that the recommendation is made in the absence of a Superior Proposal and subject to the Independent Expert's Report concluding and continuing to conclude that the Scheme is in the best interests of Aconex Shareholders will not be regarded as a failure to make, or a withdrawal of, a recommendation in favour of the Scheme.

## 5.10 Appointment of directors

On the Implementation Date and subject to the Scheme Consideration having been paid to Scheme Shareholders and receipt by Aconex of signed consents to act, Aconex must:

- (a) take all actions necessary to appoint the persons nominated by the Buyer as new directors of Aconex; and
- (b) procure that all other of Aconex's directors (other than directors, if any, identified by the Buyer) resign from the Aconex Board,

in each case in accordance with the constituent documents, laws and regulations applicable to Aconex.

## 5.11 Deeds of indemnity and insurance

- (a) Subject to the Scheme becoming Effective and the Transaction completing, the Buyer undertakes in favour of Aconex and each other person who is an Aconex Indemnified Party that it will:
  - (1) subject to clause 5.11(d), for a period of 7 years from the Implementation Date, ensure that the constituent documents of Aconex and each other Aconex Group Member continue to contain such rules as are contained in those constituent documents at the date of this deed that provide for each company to indemnify each of its directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than an Aconex Group Member provided that in satisfying its obligations under this clause 5.11(a)(1) and clause 5.11(a)(2), neither the Buyer, Aconex nor any of their respective Affiliates shall be obliged to pay annual premiums of excess of 250% of the amount per annum Aconex and its Subsidiaries paid in its last full fiscal year prior to the date of this deed (the "**Current Premium**"), which amount is set out in the Due Diligence Materials, and if such premiums for such insurance would at any time exceed 250% of the Current Premium (on an annualised basis), then, following the Effective Date, Aconex and its Subsidiaries shall cause to be maintained policies of insurance that, in its judgement, provide the maximum coverage available at an annual premium equal to 250% of the Current Premium. This clause 5.11(a)(1) shall be deemed to have been satisfied if prepaid 'tail' and 'runoff' policies have been obtained prior to the Effective Date, including, in respect of the transactions contemplated by this deed provided that neither Aconex nor any Subsidiary of Aconex shall pay more than 250% of the Current Premium (on an annualised basis) for such prepaid policies without the prior written consent of the Buyer. If such prepaid policies have been obtained prior to the Effective Date, Aconex and any relevant Subsidiary of Aconex shall maintain such policies in full force and effect for their full term, and continue to honour the obligations thereunder; and
  - (2) subject to clause 5.11(a)(1), procure that Aconex and each other Aconex Group Member complies with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time and without limiting the foregoing, ensure that directors' and officers' run-off insurance cover for such directors and officers is maintained, subject to clause 5.11(d), for a period of 7 years from the retirement date of each director and officer provided that such obligations shall be subject to any limitation imposed by the certificate of incorporation or its constituent documents as in effect on the date of this date and as imposed from time to time under Applicable Law.



- (b) The undertakings contained in clause 5.11(a) are subject to any Corporations Act restriction, or any restriction in the law of a jurisdiction in which an entity is incorporated, and will be read down accordingly.
- (c) Aconex receives and holds the benefit of clause 5.11(a), to the extent it relates to the other Aconex Indemnified Parties, as trustee for them.
- (d) The undertakings contained in clause 5.11(a) are given until the earlier of the end of the relevant period specified in clause 5.11(a) or the relevant Aconex Group Member ceasing to be part of the Buyer Group.

## 5.12 Equity Incentives

Aconex and Oracle must give effect to the treatment of Equity Incentives in the manner agreed in the Equity Incentive documents agreed and signed by the parties prior to the date of this deed.

# 6 Representations and warranties

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## 6.1 Aconex's representations and warranties

Aconex represents and warrants to the Buyer (in its own right and separately as trustee or nominee for each of the other Buyer Indemnified Parties) each of the Aconex Representations and Warranties.

## 6.2 Buyer's representations and warranties

The Buyer represents and warrants to Aconex (in its own right and separately as trustee or nominee for each of the other Aconex Indemnified Parties) each of the Buyer Representations and Warranties.

## 6.3 Qualifications on Aconex's representations and warranties

The Aconex Representations and Warranties in clause 6.1 are each subject to matters that have been fairly disclosed to ASX or to the Buyer in the Due Diligence Materials prior to the date of this deed.

## 6.4 Survival of representations

Each representation and warranty referred to in clauses 6.1 and 6.2:

- (a) is severable;
- (b) survives the termination of this deed; and
- (c) is given with the intention that liability under it is not confined to breaches that are discovered before the date of termination of this deed.

## 6.5 Survival of indemnities

Each indemnity in this deed:

- (a) is severable;
- (b) is a continuing obligation;

- (c) constitutes a separate and independent obligation of the party giving the indemnity from any other obligations of that party under this deed; and
- (d) survives the termination of this deed.

## 6.6 Timing of warranties

Each representation and warranty made or given under clauses 6.1 and 6.2 is given:

- (a) at the date of this deed; and
- (b) at 8.00am on the Second Court Date; and
- (c) at the date the Scheme Booklet is despatched to Aconex Shareholders; or
- (d) where expressed to be given at a particular time, at that time.

## 7 Releases

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### 7.1 Aconex directors and officers

- (a) The Buyer releases its rights, and agrees with Aconex that it will not make a claim, against any Aconex Indemnified Party (other than Aconex) as at the date of this deed, in connection with:
  - (1) any breach of any representations, covenants and warranties of Aconex or any member of the Aconex Group in this deed; or
  - (2) any disclosures containing any statement which is false or misleading whether in content or by omission,

except where that Aconex Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 7 limits the Buyer's rights to terminate this deed under clause 13.1.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. Aconex receives and holds the benefit of this clause to the extent it relates to each other Aconex Indemnified Party as trustee for each of them.

### 7.2 Buyer directors and officers

- (a) Aconex releases its rights, and agrees with the Buyer that it will not make a claim, against any Buyer Indemnified Party (other than the Buyer or Oracle) as at the date of this deed, in connection with:
  - (1) any breach of any representations, covenants and warranties of the Buyer in this deed; or
  - (2) any disclosure containing any statement which is false or misleading whether in content or by omission,

except where that Buyer Indemnified Party has not acted in good faith or has engaged in wilful misconduct or fraud. For the avoidance of doubt, nothing in this clause 7 limits Aconex's rights to terminate this deed under clause 13.1.
- (b) This clause is subject to any Corporations Act restriction and will be read down accordingly. The Buyer receives and holds the benefit of this clause to the extent it relates to each other Buyer Indemnified Party as trustee for each of them.

## 8 Public announcement

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### 8.1 Announcement of the Transaction

- (a) Immediately after the execution of this deed, Aconex and the Buyer must issue public announcements in a form agreed between the parties.
- (b) The Aconex announcement must include a unanimous recommendation by the Aconex Board to Aconex Shareholders that, in the absence of a Superior Proposal and subject to the Independent's Expert's concluding that the Scheme is in the best interests of Aconex Shareholders, Aconex Shareholders vote in favour of the Scheme and that subject to the same qualifications all the directors of Aconex will vote (or will procure the voting of) any Shares he or she holds or controls at the time of the Scheme Meeting in favour of the Scheme at the Scheme Meeting.

### 8.2 Public announcements

Subject to clause 8.3, before making a public announcement or public disclosure with respect to the Transaction or the Scheme, a party must to the extent practicable and lawful to do so provide the other parties with a draft copy of the expected announcement or disclosure and give the other parties a reasonable opportunity to comment on the form and content of the public announcement or disclosure before it is to be made and must consider in good faith any such comments from the other parties.

### 8.3 Exceptions

- (a) Where a party is required by Applicable Law, the Listing Rules or the rules of any other stock exchange to make any announcement or to make any disclosure in connection with the Transaction or the Scheme, it must use reasonable endeavours, to the extent practicable and lawful, to consult with the other parties prior to making the relevant announcement or disclosure and take account of any reasonable comments received from the other parties in relation to the form and content of the announcement or disclosure.
- (b) Clause 8.2 does not apply to any announcement or disclosure which Aconex makes concerning a Competing Transaction, provided that it does not disparage the Buyer or the Transaction and repeats the Aconex Board's recommendation in favour of Scheme.

## 9 Confidentiality

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### 9.1 Confidentiality Deed

Aconex and the Buyer acknowledge and agree that:

- (a) they continue to be bound by the Confidentiality Deed after the date of this deed; and
- (b) despite the terms of the Confidentiality Deed, each party submits to the non-exclusive jurisdiction of the courts of Victoria, which may enforce the Confidentiality Deed.

## 9.2 Survival of obligations

The rights and obligations of the parties under the Confidentiality Deed survive termination of this deed.

# 10 Exclusivity

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## 10.1 No-talk

Subject to clause 10.3, during the Restricted Period, Aconex must not, and must ensure that none of its Related Bodies Corporate and none of their Representatives (including for the avoidance of doubt any Financial Advisors):

- (a) directly or indirectly participate in or continue any discussions or negotiations;
- (b) provide or make available to a third party any information (including by way of providing information or access to perform due diligence) or otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by, any third party (including by amendment or granting any waiver or release under any standstill or similar agreement);
- (c) enter into any agreement in principle, letter of intent, term sheet, agreement, arrangement or understanding; or
- (d) communicate to any person an intention to do any of these things,

in relation to, or which may reasonably be expected to lead to, a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto), or to Aconex abandoning or not proceeding with the Transaction.

Promptly following the execution of this deed, Aconex shall use its best endeavours to cause any third party (and their respective Representatives) in possession of non-public information in respect of Aconex or any of its Subsidiaries that was furnished by or on behalf of Aconex or any of its Subsidiaries in connection with a possible Competing Transaction to return or destroy (and confirm destruction of) all such information.

## 10.2 No-shop

During the Restricted Period, Aconex must not, and must ensure that none of its Related Bodies Corporate and none of their Representatives (including for the avoidance of doubt any Financial Advisors) directly or indirectly:

- (a) solicit, encourage, initiate, invite or knowingly take any action to facilitate offers, proposals, enquiries or indications of interest in relation to, or which may reasonably be expected to lead to, a Competing Transaction; or
- (b) communicate to any person an intention to do any of the things referred to in clause 10.2(a).

## 10.3 Limitation to no-talk

- (a) None of clauses 10.1(a), 10.1(b), 10.1(c) and 10.1(d) applies to or prohibits any action or inaction referred to therein by Aconex or any of its Representatives during the Restricted Period in relation to a bona fide written offer, proposal, enquiry or indication of interest relating to a Competing Transaction, provided that:

- (1) such offer, proposal, enquiry or indication of interest did not result from a breach of this clause 10; and
  - (2) in the opinion of the Aconex Board, formed in good faith after receiving advice from its external legal advisors and Financial Advisors, such offer, proposal, enquiry or indication of interest is (or is reasonably likely to lead to) a Superior Proposal and the failure to take such action or to not act would constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Aconex; and
  - (3) prior to providing any information to any third party, Aconex ensures that Aconex is not restricted from complying with the terms of this clause 10.
- (b) Each party acknowledges that the parties have agreed to include clause 10.3(a) in contemplation of a circumstance where an offer, proposal, enquiry or indication of interest relating to a Competing Transaction constitutes, or would reasonably be expected to result in, a Superior Proposal.

#### **10.4 Notification of approaches**

- (a) During the Restricted Period, Aconex must notify the Buyer in writing within 24 hours if it, or any of its Related Bodies Corporate or any of their Representatives, becomes aware of any:
- (1) offer, proposal, enquiry or indication of interest, whether written or otherwise, made to Aconex or any of its Related Bodies Corporate or their Representatives, in connection with, or in respect of any exploration or consummation of, a Competing Transaction or a proposed or potential Competing Transaction, whether unsolicited or otherwise (and, in that event, provide the Buyer with a summary of the material terms of the offer, proposal, enquiry or indication of interest);
  - (2) any request for non-public information relating to Aconex or any of its Subsidiaries or for access to the business, properties, assets, books or records of Aconex or any of its Subsidiaries by any third party in relation to any Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto); or
  - (3) provision by Aconex or any of its Related Bodies Corporate or their Representatives of any information relating to Aconex or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Transaction.
- (b) A notice must include the material terms and conditions of the offer, proposal, enquiry or indication of interest.
- (c) Before taking any action referred to in clauses 10.1(b) and 10.1(c), Aconex must also provide the Buyer with details of the identity of the third party referred to in said clauses.
- (d) Commencing upon the provision of any notice referred to in clause 10.4(a), Aconex shall, promptly advise the Buyer (or its counsel) of any material developments concerning any offer, proposal, enquiry or indication of interest relating to a Competing Transaction, including material amendments or proposed amendments as to price and other material terms of any such offer, proposal, enquiry or indication of interest.

- (e) Aconex shall provide the Buyer with at least 48 hours' prior notice where practicable, except where the meeting is convened on less than 48 hours' notice in which case Aconex must give the Buyer as much prior notice as is reasonably practicable, of any meeting of the Aconex Board at which the Aconex Board is reasonably expected to consider entering into a legally binding agreement relating to any Competing Transaction as referred to in clause 10.5(a).

## 10.5 Matching right

Without limiting clause 10.1 and 10.2, during the Restricted Period, Aconex:

- (a) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a person other than the Buyer, Aconex or both proposes or propose to undertake, implement or give effect to a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto); and
- (b) must do all things reasonably within its power to procure that none of its directors publicly recommend a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto), unless:
- (1) Aconex receives a Superior Proposal which did not result from a breach of this clause 10;
  - (2) Aconex has provided the Buyer with:
    - (A) reasonable details of the Superior Proposal, including the identity of the person making the Superior Proposal and the price and terms of the Superior Proposal; and
    - (B) the most current version of the proposed agreement for any such Superior Proposal;
  - (3) Aconex has given the Buyer 3 Business Days after the date of the provision of the information referred to in clause 10.5(b)(2) to provide a matching or superior proposal to the terms of the Superior Proposal (and, if required by the Buyer, Aconex has negotiated with the Buyer in good faith during such period regarding any revisions to the terms of the transaction proposed by the Buyer in response to the Superior Proposal). It being understood and agreed that, in the event that, after commencement of the notice period referred to above, there is any material revision to the terms of a Superior Proposal, including, any revision in price, the notice period shall be extended, if applicable, to ensure that at least three (3) Business Days remains in the notice period subsequent to the time Aconex notifies the Buyer of any such material revision;
  - (4) The Buyer has not made or announced a matching or superior proposal to the terms of the Superior Proposal by the expiry of the 3 Business Day period in clause 10.5(b)(3) above; and
  - (5) at the end of the period mentioned above, the Aconex Board determines, in good faith after receiving advice from its external legal advisors and Financial Advisors, the failure to take the action taken would constitute, or would be likely to constitute, a breach of any of the fiduciary or statutory duties of the directors of Aconex.

## 10.6 Cease discussions

As at the date of this deed, Aconex represents and warrants that neither it nor any of its Related Bodies Corporate (or its or their Representatives) are involved in any discussions or negotiations (if and to the extent that they were in existence) with any third party in relation to a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto).

## 10.7 Equal access to information

At any time after the date of this deed, Aconex must not provide materially more extensive access to due diligence information relating to any member of the Aconex Group or any of its businesses or operations to any person than it has provided, or provides substantially concurrently, to the Buyer in connection with or for the purpose of an actual or potential Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto). For the purpose of this clause 10.7, Aconex will not be regarded as providing materially more extensive access to due diligence information to another person by reason of:

- (a) the information provided being different (although as a whole not materially more extensive) because the other person makes different requests for information than the Buyer requests; or
- (b) Aconex supplying Sensitive Information, unless Aconex provides all or any part of the Sensitive Information to a person who competes with the Aconex Group in a similar way to the Buyer.

For the avoidance of doubt, any such provision of information to any person other than the Buyer may only be undertaken if permitted by this clause 10.

## 10.8 Presentations

Nothing in this clause 10 prevents Aconex from continuing to make normal presentations to brokers, portfolio investors and analysts in the ordinary course of business, provided that such actions are not undertaken or directed in relation to seeking any Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto).

# 11 Payment of costs

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## 11.1 Background

- (a) Aconex and the Buyer acknowledge that, having entered into this deed, if the Scheme is subsequently not implemented, the Buyer will incur significant costs.
- (b) In the circumstances referred to in clause 11.1(a), the Buyer has requested that provision be made for the payments outlined in clause 11.3, without which the Buyer would not have entered into this deed or agreed to implement the Scheme.
- (c) Aconex confirms that the Aconex Board has acknowledged that:
  - (1) it has received legal advice in relation to this deed and the operation of this clause 11;
  - (2) it believes the implementation of the Scheme will provide significant benefits to Aconex and Aconex Shareholders, such that it is

reasonable and appropriate for Aconex to agree to the Reimbursement Fee in order to secure the Buyer's participation in the Transaction; and

- (3) the Reimbursement Fee is intended to be compensatory in nature and represents a genuine and reasonable estimate of cost and loss that would be suffered by the Buyer if this deed was entered into and the Scheme is subsequently not implemented.

## 11.2 Payment by Aconex to the Buyer

If:

- (a) prior to the earlier of the Effective Date or the End Date, any member of the Aconex Board fails to recommend or reaffirm when reasonably requested by the Buyer or withdraws or adversely modifies his or her support of the Scheme or his or her recommendation that Aconex Shareholders vote in favour of the Scheme (including by recommending or supporting a Competing Transaction or any offer, proposal, enquiry or indication of interest with respect thereto), or makes a public statement indicating that they no longer support the Scheme or that they support a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto), other than:
- (1) as a result of the Independent Expert opining that the Scheme is not in the best interests of Scheme Shareholders (other than where the reason for that opinion is a Competing Transaction);
  - (2) as a result of any matter or thing giving Aconex the right to terminate under clause 13.1(a)(1); or
  - (3) as a result of a failure of a condition precedent in clause 3.1(a) (FIRB Approval), clause 3.1(i) (Restraints), clause 3.1(j) (Anti-Trust) or clause 3.1(h) (Buyer Representations and Warranties), other than as a result of a breach by Aconex of clause 3.2; or
- (b) a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto) is announced prior to the Second Court Date (whether or not such Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto) is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, the Aconex Board recommends a Competing Transaction or the person announcing or making the Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto) or any of that person's associates (whether alone or together with another person) or another person:
- (1) enters into an agreement with Aconex pursuant to which a person other than the Buyer, Aconex or both proposes or propose to undertake, implement or give effect to a Competing Transaction;
  - (2) completes a Competing Transaction; or
  - (3) without limiting clause 11.2(b)(1) or clause 11.2(b)(2), acquires control (as determined in accordance with section 50AA of the Corporations Act, disregarding sub-section 50AA(4)) of Aconex,

then Aconex must pay the Buyer the Reimbursement Fee in accordance with clause 11.3.

All references to 15% in the definition of Competing Transaction will be treated as 50% for the purposes of clauses 11.2(b)(1) and 11.2(b)(2).



### 11.3 Satisfaction of payment obligation

- (a) Aconex must pay the Buyer the amount claimed under clause 11.2 within 5 Business Days after receipt by Aconex of a demand for payment from the Buyer.
- (b) Aconex's obligation to make the payment referred to in clause 11.3(a) will be satisfied by the payment, without set-off or withholding, of the Reimbursement Fee in immediately available funds to the account nominated by the Buyer for the purposes of this clause 11.

### 11.4 Nature of payment

- (a) The amount payable by Aconex under clause 11.3 is intended to be an amount to compensate the Buyer for:
  - (1) advisory costs (including costs of advisors other than success fees);
  - (2) costs of management and directors' time;
  - (3) out-of-pocket expenses; and
  - (4) the opportunity costs incurred by the Buyer in pursuing the Scheme or in not pursuing other alternative acquisitions or strategic initiatives which the Buyer could have developed to further its business and objectives.
- (b) Aconex acknowledges that the agreements contained in this clause 11 are an integral part of the transactions contemplated by this deed, and that without these agreements, the Buyer would not enter into this deed. Accordingly, if Aconex fails to pay any amount due to the Buyer pursuant to this clause 11 when due, Aconex shall pay the costs and expenses (including legal fees and expenses) in connection with any action taken to collect payment (including the prosecution of any lawsuit or other legal action), together with interest on the unpaid amount at the publicly announced prime rate of Citibank, N.A. in New York City from the date such amount was first payable to the date it is paid.

### 11.5 Qualifications

- (a) No amount shall be payable by Aconex under this clause 11 if the Scheme becomes Effective, notwithstanding the occurrence of any event in clause 11.2. To the extent that any amounts have already been paid under this clause 11 and the Scheme becomes Effective, such amounts shall be immediately refunded to Aconex.
- (b) This clause 11 does not impose an obligation on Aconex to pay the Reimbursement Fee to the extent (and only to the extent) that the obligation to pay the amount:
  - (1) constitutes unacceptable circumstances as declared by the Takeovers Panel; or
  - (2) is held to be unenforceable by one party against the other as determined by a court,
 after all proper avenues of appeal and review, whether judicial or otherwise, have been exhausted. The parties must take all reasonable steps to ensure that any such determination applies to the minimum extent possible.
- (c) For the avoidance of doubt, any part of the Reimbursement Fee that would not constitute unacceptable circumstances or that is not unenforceable or unlawful

(as applicable) must be paid to the Buyer. The parties must not make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination referred to in clause 11.5(b) in respect of the Reimbursement Fee.

- (d) A statement that shareholders should 'take no action pending further advice' (or words to that effect) is not regarded as an adverse modification of a recommendation for the purposes of clause 11.2(a), provided the Aconex Board publicly re-affirms its recommendation in favour of the Transaction at least 5 Business days before the earlier of the date the Scheme is considered by Aconex Shareholders and the End Date.

## 11.6 Other claims

The maximum aggregate amount which Aconex is required to pay in relation to this deed (including any breach of this deed by Aconex) is the Reimbursement Fee and in no event will the aggregate liability of Aconex under or in connection with this deed exceed the Reimbursement Fee, other than in connection with any wilful or intentional breach of or non-compliance with any provision of this deed by Aconex.

## 11.7 Exclusive remedy

Notwithstanding any other provision under this deed, where the Reimbursement Fee is paid to the Buyer under this deed (or would be payable if a demand was made), the Buyer cannot make any claim against Aconex or the other Aconex Indemnified Parties in relation to any event or occurrence referred to in clause 11.2, except that nothing in this deed, including in this clause 11, will limit the Buyer's right to recover damages or otherwise limit any other remedy available to the Buyer under this deed (whether or not for its own benefit or on behalf of a person for whom the Buyer holds rights on trust under this deed) for any wilful or intentional breach of or non-compliance with any provision of this deed by Aconex.

# 12 Conduct of Court proceedings

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- (a) Aconex and the Buyer are entitled to separate representation at all Court proceedings affecting the Transaction.
- (b) This deed does not give Aconex, the Buyer or Oracle any right or power to give undertakings to the Court for or on behalf of the other parties without the relevant party's written consent.
- (c) Aconex and the Buyer must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Transaction as contemplated by this deed.

# 13 Termination

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## 13.1 Termination

- (a) Without prejudice to any other rights of termination under this deed, Aconex may terminate this deed by written notice to the Buyer at any time before 8.00am on the Second Court Date if:

- (1) the Buyer is in breach of this deed (including a breach of a Buyer Representation and Warranty under clause 6) and:
    - (A) that breach is material;
    - (B) Aconex has given written notice to the Buyer setting out the breach and stating an intention to terminate this deed if the breach is not remedied;
    - (C) the breach is not remedied by the Buyer to Aconex's reasonable satisfaction within 5 Business Days (or any shorter period ending on the Second Court Date) from the time the notice is given in accordance with sub-paragraph (B); and
    - (D) where the breach relates to a breach of a the Buyer Representation and Warranty, the loss that would reasonably be expected to follow from such a breach is material in the context of the Scheme as a whole; or
  - (2) a majority of the Aconex Board change or withdraw their recommendation to Aconex Shareholders to vote in favour of the Scheme, or recommend a Competing Transaction, as permitted by clause 5.9 of this deed.
- (b) Without prejudice to any other rights of termination under this deed, the Buyer may terminate this deed by written notice to Aconex at any time before 8.00am on the Second Court Date if:
- (1) Aconex is in breach of this deed (including a breach of an Aconex Representation and Warranty under clause 6) and:
    - (A) that breach is material;
    - (B) the Buyer has given written notice to Aconex setting out the breach and stating an intention to terminate this deed if the breach is not remedied; and
    - (C) the breach is not remedied by Aconex to the Buyer's reasonable satisfaction within 5 Business Days (or any shorter period ending on the Second Court Date) from the time the notice is given in accordance with sub-paragraph (B); or
  - (2) any director of Aconex withdraws or adversely modifies his or her support for the Scheme or recommendation to Aconex Shareholders to vote in favour of the Scheme, or recommends a Competing Transaction (or any offer, proposal, enquiry or indication of interest with respect thereto), or fails to reaffirm his or her recommendation in favour of the Scheme when reasonably requested by the Buyer.
- (c) A statement that shareholders should 'take no action pending further advice' (or words to that effect) is not regarded as an adverse modification of a recommendation for the purposes of this clause 13.1, provided the Aconex Board publicly re-affirms its recommendation in favour of the Transaction at least 5 Business days before the earlier of the date the Scheme is considered by Aconex Shareholders and the End Date.

## 13.2 Effect of termination

If this deed is terminated by either Aconex or the Buyer under clauses 3.4(b) or 13.1, except to the extent that the termination results from a breach by either party of its

obligations under this deed, this deed will become void and have no effect, without any liability or obligation on the part of any party, other than in relation to rights and obligations that accrued prior to termination and other than in relation to the provisions of this clause 13 and of clauses 6 (Representations and warranties), 9 (Confidentiality), 14 (Duty, costs and expenses), 15 (GST) and 16 (General), which will remain in force after termination.

### 13.3 Remedies

The parties acknowledge that damages may not be a sufficient remedy for breach of this deed. Specific performance, injunctive relief or any other remedies which would otherwise be available in equity or law are available as a remedy for a breach or threatened breach of this deed by any party, notwithstanding the ability of any party to terminate this deed or seek damages for such a breach or threatened breach or, in the case of the Buyer, to demand payment of the Reimbursement Fee. This clause is not intended to, and does not, limit the operation of clause 11.7.

## 14 Duty, costs and expenses

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### 14.1 Stamp duty

The Buyer must pay all stamp duties and any fines and penalties with respect to stamp duty in respect of this deed or the Scheme or the steps to be taken under this deed or the Scheme.

### 14.2 Costs and expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this deed and the proposed, attempted or actual implementation of this deed and the Transaction.

## 15 GST

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- (a) Any consideration or amount payable under this deed, including any non-monetary consideration (as reduced in accordance with clause 15(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this deed, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 15(b) is payable at the same time and in the same manner as the Consideration for the Supply, and the Supplier must provide the Recipient with a Tax Invoice. However, the Additional Amount is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing

Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 15(b):

- (1) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (2) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (3) the Supplier must notify the Recipient of the refund, credit or further amount within 14 days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification or the Recipient must pay any further amount within 7 days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 14 days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this deed:
- (1) if an amount payable under or in connection with this deed (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
  - (2) no Additional Amount is payable under clause 15(b) in respect of a Supply to which s 84-5 of the GST Law applies.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.
- (g) Any term starting with a capital letter that is not defined in this deed has the same meaning as the term has in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

## 16 General

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### 16.1 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed and (to the maximum extent permitted by law) all other representations, warranties and conditions implied by statute or otherwise in relation to any matter relating to this deed, the circumstances surrounding the parties' entry into it and the transactions contemplated by it are expressly excluded.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this deed.

- (c) Each party acknowledges and confirms that clauses 16.1(a) and 16.1(b) do not prejudice any rights a party may have in relation to information which has been filed by the other parties with ASIC or the ASX and nothing in this clause 16.1 limits a party's rights in the case of fraud.

## 16.2 No merger

The rights and obligations of the parties do not merge on completion of the Transaction. They survive the execution and delivery of any assignment or other document entered into for the purpose of implementing the Transaction.

## 16.3 Consents and approvals

Any consent or approval referred to in, or required under, this deed from any party may not be unreasonably withheld, unless this deed expressly provides for that consent or approval to be given in that party's absolute discretion.

## 16.4 Notices

Any communication under or in connection with this deed:

- (a) must be in legible writing;  
 (b) must be addressed as shown below:

Party	Address	Addressee	Email
<b>Aconex</b>	96 Flinders Street, Melbourne, Victoria 3000	Leigh Jasper (CEO) and Anna Gorton (General Counsel)	<a href="mailto:lijasper@aconex.com">lijasper@aconex.com</a> and <a href="mailto:agorton@aconex.com">agorton@aconex.com</a>
<b>Buyer and Oracle</b>	500 Oracle Parkway (MS 5op734)   Redwood Shores, CA 94065	Brian Higgins (VP and Associate General Counsel (Oracle))	<a href="mailto:brian.s.higgins@oracle.com">brian.s.higgins@oracle.com</a> With copy to: Keith Flaum Partner, Hogan Lovells US LLP 4085 Campbell Avenue, Suite 100, Menlo Park, CA 94025 <a href="mailto:keith.flaum@hoganlovells.com">keith.flaum@hoganlovells.com</a>

(or as otherwise notified by that party to the other parties from time to time);

- (c) must be signed by the party making the communication or by a person duly authorised by that party;  
 (d) that is sent to the Buyer or Oracle must also be sent to:

Keith Flaum  
 Partner, Hogan Lovells US LLP  
 4085 Campbell Avenue, Suite 100, Menlo Park, CA 94025  
[keith.flaum@hoganlovells.com](mailto:keith.flaum@hoganlovells.com)

- (e) must be delivered to the address, or sent by email to the email address, of the addressee, in accordance with clause 16.4(b); and
- (f) is regarded as received by the addressee:
  - (1) if emailed, when a delivery confirmation report is received by the sender which records the time that email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee), unless it is not a Business Day, or is after 4.00pm on a Business Day, when that communication will be regarded as received at 9.00am on the next Business Day; and
  - (2) if delivered by hand, on delivery at the address of the addressee as provided in clause 16.4(b), unless delivery is not made on a Business Day, or after 4.00pm on a Business Day, when that communication will be regarded as received at 9.00am on the next Business Day.

## 16.5 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts competent to hear appeals from those courts.
- (c) The Buyer and Oracle irrevocably appoint Hogan Lovells to be their agent for service of process in connection with this deed and agrees that any service document in connection with this deed may be effectively served on them by service on their agent if sent to Hogan Lovells (attention Tim Lester and/or Matthew Johnson) at Level 13, St Georges Square, 225 St Georges Terrace, Perth WA 6000.

## 16.6 Waivers

- (a) Failure to exercise or enforce, a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this deed by any party does not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) Any waiver or consent given by any party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of any term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

## 16.7 Variation

This deed may only be varied by a document signed by or on behalf of each of the parties.

## 16.8 Assignment

A party may not assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior written consent of the other parties.

## **16.9 Invalidity and enforceability**

- (a) If any provision of this deed is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 16.9(a) does not apply where enforcement of the provision of this deed in accordance with clause 16.9(a) would materially affect the nature or effect of the parties' obligations under this deed.

## **16.10 Further action**

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

## **16.11 Entire agreement**

This deed supersedes all previous agreements, understandings, negotiations or deeds (other than the Confidentiality Deed) in respect of its subject matter and it, and the Confidentiality Deed embodies the entire agreement between the parties.

## **16.12 Compliance with obligations**

Oracle hereby agrees to cause the Buyer to honour all of the Buyer's obligations under this deed, the Scheme, the Deed Poll and any other obligations arising in respect of the Transaction.

## **16.13 Counterparts**

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



# Schedule 1

## Aconex Representations and Warranties

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Aconex represents and warrants to the Buyer (in its own right and separately as trustee or nominee for each of the other Buyer Indemnified Parties) as follows (it being understood that the fact that a representation or warranty is qualified by “as of the date of this deed” or similar language shall not preclude any fact, circumstance or event that exists or occurs after the date of this deed from being taken into account in determining whether a Material Adverse Change has occurred):

- (a) **Information in Scheme Booklet:** the information contained in the Scheme Booklet (other than the Buyer Information, the Independent Expert’s Report or any other report or letter issued to Aconex by a third party) as at the date the Scheme Booklet is despatched to Aconex Shareholders:
  - (1) has been prepared and included in the Scheme Booklet in good faith; and
  - (2) complies in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides;
- (b) **Information provided to the Independent Expert:** all information provided by Aconex to the Independent Expert, as at the date that information is provided, has been provided in good faith and on the understanding that, to the extent accepted by the Independent Expert, the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (c) **Scheme Booklet:** no information (other than the Buyer Information, the Independent Expert’s Report or any other report or letter issued to Aconex by a third party) contained in the Scheme Booklet, as at the date the Scheme Booklet is despatched to Aconex Shareholders, will contain any statement which is materially misleading or deceptive (including by way of omission from that statement);
- (d) **Updating information:** it will, as a continuing obligation, ensure that the Scheme Booklet (but in respect of Buyer Information, subject to the Buyer complying with its obligations to update Buyer Information) will be updated by all such further or new information which may arise after the Scheme Booklet has been despatched until the Scheme Meeting which is necessary to ensure that the Scheme Booklet is not misleading or deceptive in any material respect (including because of any material omission);
- (e) **Validly existing:** it and each of its material Subsidiaries is a validly existing corporation registered under the laws of its place of incorporation;
- (f) **Authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of Aconex;
- (g) **Power:** Aconex has full corporate power and lawful authority to execute and deliver this deed without seeking the consent of any other person or persons;
- (h) **No default:** this deed does not conflict with or result in the breach of or a default under:

- (1) Aconex's constitution or other constituent documents; or
  - (2) any material term or provision of any material agreement (including any financing arrangements) or any writ, order or injunction, judgment, law, rule or regulation to which it is party or by which it is bound; and
- (i) **Disclosure:** as at the date of this deed:
- (1) Aconex is in compliance in all material respects with its continuous disclosure obligations under Listing Rule 3.1 and, except as fairly disclosed in the Due Diligence Materials, Aconex is not withholding from disclosure to ASX any material information in reliance on Listing Rule 3.1A; and
  - (2) the Due Diligence Materials were compiled and made available to the Buyer and its Representatives in good faith and, so far as Aconex is aware, the Due Diligence Materials are materially true, complete and accurate and not misleading or deceptive, including by omission;
- (j) **Capital structure:** as at the date of this deed, there are on issue:
- (1) 199,545,391 Aconex Shares; and
  - (2) 10,742,301 Equity Incentives,
- and it, and each Aconex Group Member has not issued or agreed to issue any other securities, options, performance rights or instruments which are still outstanding (or become outstanding) and may convert into Aconex Shares;
- (k) **Deed binding:** this deed is a valid and binding obligation of Aconex. enforceable in accordance with its terms;
- (l) **Indebtedness:** except as fairly disclosed in the Due Diligence Materials:
- (1) no member of the Aconex Group has incurred or agreed to incur any material Indebtedness (excluding usual terms of trade with customers and suppliers and excluding hedges, swaps and similar arrangements); and
  - (2) no member of the Aconex Group has engaged in financing of a type which is not required to be shown or reflected in its accounts;
- (m) **No material undisclosed liability:** so far as Aconex is aware and except as fairly disclosed in the Due Diligence Materials, as at the date of this deed, there is no current claim (and the Aconex Group has not received written notice of any pending claim), dispute, demand, action, litigation, prosecution, arbitration, investigation, mediation or other proceeding commenced, which could reasonably be expected to result in an award, settlement, fine, penalty, order, loss or other liability to the Aconex Group of more than \$250,000 in aggregate and Aconex is not aware of any anticipated matter of this kind;
- (n) **Obligation to disclose liabilities and indebtedness:** it will, as a continuing obligation until 8.00am on the Second Court Date, inform the Buyer of any information of which Aconex becomes aware after the date of this deed which would have required disclosure in order for the representations and warranties under paragraph (m) (Indebtedness) to be correct had Aconex been aware of that information as at the date of this deed;
- (o) **No Undisclosed Indebtedness or Liabilities:** as at the date of this deed, no member of the Aconex Group has any indebtedness or material liabilities arising after 1 July 2017 required under generally accepted Australian accounting principles or Australian GAAP to be reflected on a balance sheet or the notes thereto, other than those: (i) reflected in, fully reserved against or otherwise described in the Aconex audited annual financial statements for the period

ended 30 June 2017 or the notes thereto; (ii) incurred in the ordinary course of business consistent with past practice since such date; or (iii) incurred under this deed or in connection with the Transaction;

- (p) **No Material Adverse Change:** since the Aconex Balance Sheet Date, as at the date of this deed, there has not been a Material Adverse Change and no Material Adverse Change has been discovered;
- (q) **Litigation:** so far as Aconex is aware, as of the date of this deed:
- (1) there are no actions, suits, claims, demands, litigation, disputes, investigations or actions by a Government Agency commenced or pending or, to the knowledge of Aconex, threatened against Aconex or any Aconex Group Member, except as would not reasonably be expected to have or result in a Material Adverse Change; and
  - (2) neither Aconex nor any Aconex Group Member nor the assets, properties or business of the Aconex Group is subject to any Order except as would not reasonably be expected to have or result in a Material Adverse Change;
- (r) **Restrictions on business activities:** so far as Aconex is aware and except as fairly disclosed in the Due Diligence Materials, there is no agreement or Order binding on any Aconex Group Member that has or would reasonably be likely to have the effect of materially prohibiting, materially restricting or materially impairing after the Implementation Date any business of the Aconex Group;
- (s) **Solvency:** neither Aconex nor any of its material Subsidiaries is subject to an Insolvency Event;
- (t) **Taxes:**
- (1) there are no outstanding or overdue income Tax Returns or other Tax Returns which were required to be filed by an Aconex Group Member;
  - (2) no Tax Returns are incorrect or incomplete in any material respect;
  - (3) there are no outstanding Taxes that have become payable by an Aconex Group Member that have not been paid except to the extent reserved against in the Aconex audited financial statements for the period ended 30 June 2017;
  - (4) so far as Aconex is aware, neither Aconex nor any other Aconex Group Member: (i) is currently the subject of a Tax audit or examination or other Proceedings and, no such audit, examination or Proceeding is threatened in writing; (ii) has received from any Tax Authority any written notice of a proposed adjustment, deficiency or underpayment of Taxes or non-compliance with any Applicable Law, which has not been fully and finally settled, satisfied by payment or been withdrawn; (iii) has incurred any Tax liability outside the ordinary course of business inconsistent with past practice; and
- (u) **Compliance with law:** so far as Aconex is aware, no Aconex Group Member is in material breach of any Applicable Law, as would reasonably be expected to have or result in a Material Adverse Change. So far as Aconex is aware, no Aconex Group Member has received any written notice of or been charged with the violation of any Applicable Law, as would reasonably be expected to have or result in a Material Adverse Change. So far as Aconex is aware, no Aconex Group Member is under investigation with respect to the violation of any Applicable Law and, so far as Aconex is aware, no Aconex Group Member has received any written notice or communication of any such violation that has not been cured as of

the date of this deed, as would reasonably be expected to have or result in a Material Adverse Change.

## Schedule 2

### Buyer Representations and Warranties

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The Buyer represents and warrants to Aconex (in its own right and separately as trustee or nominee for each of the other Aconex Indemnified Parties) that:

- (a) **Buyer Information:** the Buyer Information contained in the Scheme Booklet as at the date of despatch to the Aconex Shareholders:
  - (1) has been prepared and included in the Scheme Booklet in good faith; and
  - (2) complies in all material respects with the requirements of the Corporations Act, Corporations Regulations, Listing Rules and relevant ASIC regulatory guides;
- (b) **Information provided to the Independent Expert:** all information provided by the Buyer to the Independent Expert, as at the date that information is provided, has been provided in good faith and on the understanding that, to the extent accepted by the Independent Expert, the Independent Expert will rely on that information for the purpose of preparing its report for inclusion in the Scheme Booklet;
- (c) **Not misleading:** the Buyer Information provided for inclusion in the Scheme Booklet, as at the date the Scheme Booklet is despatched to Aconex Shareholders, will not contain any statement which is materially misleading or deceptive including by way of omission from that statement;
- (d) **Updating Buyer Information:** it will, as a continuing obligation, provide to Aconex all such further or new information which may arise after the Scheme Booklet has been despatched until the Scheme Meeting which is necessary to ensure that the Buyer Information is not misleading or deceptive in any material respect (including because of any material omission);
- (e) **Validly existing:** it is a validly existing corporation registered under the laws of its place of incorporation;
- (f) **Authority:** the execution and delivery of this deed has been properly authorised by all necessary corporate action of the Buyer;
- (g) **Power:** it has full corporate power and lawful authority to execute, deliver and perform this deed without seeking the consent of any other person or persons;
- (h) **No default:** this deed does not conflict with or result in the breach of or a default under:
  - (1) the Buyer's constitution or other constituent documents; or
  - (2) any writ, order or injunction, judgment, law, rule or regulation to which it is party or by which it is bound;
- (i) **Insolvency Event or regulatory action:** no Insolvency Event has occurred in relation to it or a Related Body Corporate of the Buyer, nor has any regulatory action of any nature of which it is aware been taken that would prevent or restrict its ability to fulfil its obligations under this deed;

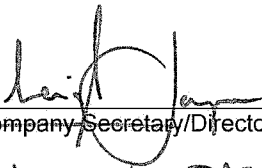
- (j) **No regulatory approvals:** no approval from any Government Agency is required to be obtained by the Buyer in order to execute and perform this deed, other than the FIRB Approval;
- (k) **No dealings with Aconex Shareholders:** neither it nor any of its associates has any agreement, arrangement or understanding with any Aconex Shareholder under which that Aconex Shareholder (or an associate of that Aconex Shareholder) would be entitled to receive consideration for their Aconex Shares different from the Scheme Consideration or under which the Aconex Shareholder agrees to vote in favour of the Scheme or against any Competing Transaction;
- (l) **No dealing with Aconex directors or employees:** neither it nor any of its associates has any agreement, arrangement or understanding with any director or employee of Aconex relating in any way to the Transaction or operations of Aconex after the Effective Date;
- (m) **Reasonable basis:** as at the date of this deed, the Buyer has a reasonable basis to expect that it will, by the Implementation Date, have available to it sufficient cash amounts (whether from internal cash reserves or external funding arrangements, including equity and debt financing or a combination of both) to satisfy the Buyer's obligations to pay the Scheme Consideration in accordance with its obligations under this deed and the Deed Poll; and
- (n) **Unconditional cash reserves:** by 8.00am on the Second Court Date, the Buyer will have available to it on an unconditional basis (other than conditions relating to the approval of the Court and other conditions within the control of the Buyer) sufficient cash reserves (whether from internal cash reserves or external funding arrangements, including equity and debt financing or a combination of both) to satisfy the Buyer's obligations to pay the Scheme Consideration in accordance with its obligations under this deed, the Scheme and the Deed Poll.

# Signing page


Executed as a deed

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Executed by  
**Aconex Limited**  
in accordance with section 127 of the  
*Corporations Act 2001 (Cth)*  
by

sign here ▶   
Company Secretary/Director

print name LEIGH JASPER

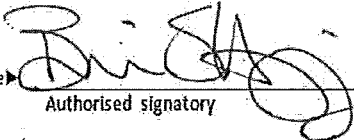
sign here ▶   
Director


print name ROBERT PHILLPOT

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Signed, sealed and delivered by  
Oracle Corporation in the presence  
of:



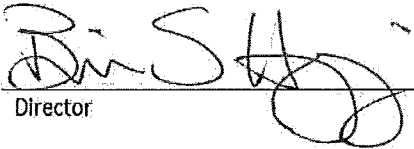
sign here   
Authorized signatory

sign here   
Witness

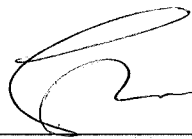
print name Brian Scott Higgins

print name Kerianne Croker

Executed by Vantive Australia Pty Ltd in  
accordance with section 127 of the *Corporations  
Act 2001* (Cth):

  
Director

Brian Scott Higgins  
Name of director

  
Director

Jimmy Ying Wai Tse  
Name of director



# Attachment A

Scheme

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# Scheme of Arrangement

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Aconex Limited

Scheme Shareholders

# Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

Aconex	<b>Aconex Limited (ABN 49 091 376 091)</b> of 96 Flinders Street, Melbourne, Victoria 3000
Scheme Shareholders	Each person who is registered as the holder of Aconex Shares recorded in the Aconex Share Register as at the Scheme Record Date

## 1 Definitions and interpretation

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### 1.1 Definitions

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

Term	Meaning
<b>Aconex Registry</b>	Boardroom Pty Limited ACN 003 209 836.
<b>Aconex Share</b>	a fully paid ordinary share in the capital of Aconex.
<b>Aconex Shareholder</b>	each person who is registered as the holder of an Aconex Share in the Share Register.
<b>ASIC</b>	Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a weekday in which trading banks are open for business in Melbourne, Victoria, Australia, provided that on that day, banks are open in New York, NY, USA.

<b>Term</b>	<b>Meaning</b>
<b>Buyer</b>	Vantive Australia Pty Ltd (ACN 076 201 619) of c/- Baker & McKenzie, AMP Centre, Level 27, 50 Bridge Street, Sydney NSW 2000.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Corporations Regulations</b>	the <i>Corporations Regulations 2001</i> (Cth).
<b>Court</b>	the Supreme Court of Victoria, or such other court of competent jurisdiction under the Corporations Act agreed to in writing by the Buyer and Aconex.
<b>Deed Poll</b>	the deed poll substantially in the form of Attachment B in the Implementation Deed executed by the Buyer and Oracle on [ <i>insert date</i> ] under which the Buyer and Oracle each covenants in favour of the Scheme Shareholders to perform the obligations attributed to the Buyer and Oracle under this Scheme.
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the Court order made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	has the meaning given in the Implementation Deed.
<b>Equity Incentives</b>	has the meaning given in the Implementation Deed.
<b>Government Agency</b>	has the meaning given in the Implementation Deed.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date as agreed in writing by Aconex and the Buyer.

<b>Term</b>	<b>Meaning</b>
<b>Implementation Deed</b>	the scheme implementation deed dated 16 December 2017 between Aconex, the Buyer and Oracle relating to the implementation of this Scheme.
<b>Operating Rules</b>	the official operating rules of ASX.
<b>Oracle</b>	Oracle Corporation of 500 Oracle Parkway, Redwood City California 94065.
<b>Registered Address</b>	in relation to an Aconex Shareholder, the address shown in the Share Register as at the Scheme Record Date.
<b>Scheme</b>	this scheme of arrangement under Part 5.1 of the Corporations Act between Aconex and the Scheme Shareholders subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by Aconex and the Buyer.
<b>Scheme Booklet</b>	has the meaning given in the Implementation Deed.
<b>Scheme Consideration</b>	the consideration to be provided by the Buyer in consideration for the transfer of the Aconex Shares held by a Scheme Shareholder to the Buyer, being, in respect of each Scheme Share, \$7.80 cash.
<b>Scheme Meeting</b>	the meeting of the Aconex Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	5.00pm (Melbourne time) on the fifth Business Day after the Effective Date.
<b>Scheme Shareholder</b>	a holder of Aconex Shares recorded in the Share Register as at the Scheme Record Date.
<b>Scheme Shares</b>	all Aconex Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in

Term	Meaning
	respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of the Buyer as transferee, which may be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application or appeal is heard.
<b>Share Register</b>	the register of members of Aconex maintained by Aconex or the Aconex Registry in accordance with the Corporations Act.
<b>Subsidiary</b>	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.

## 1.2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances, instruments or by laws amending, consolidating, modifying or replacing it, whether passed by the same or another Government Agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances, instruments and by laws issued under the statute;
- (h) a reference to a document (including this Scheme) is to that document as amended, supplemented, varied, novated, ratified or replaced from time to time;
- (i) the word 'includes' in any form is not a word of limitation;
- (j) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (k) a reference to any time is, unless otherwise indicated, a reference to that time in Melbourne, Victoria;

- (l) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1 has the same meaning when used in this Scheme;
- (m) a reference to a party to a document includes that party's successors and permitted assignees;
- (n) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (q) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constituent documents of any partnership or person, or death;
- (r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (s) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (t) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.

### 1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## 2 Preliminary matters

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- (a) Aconex is a public company limited by shares, incorporated in Australia, and has been admitted to the official list of the ASX.
- (b) As at the date of the Implementation Deed, there were on issue:
  - (1) 199,545,391 Aconex Shares; and
  - (2) 10,742,301 Equity Incentives.
- (c) The Buyer is a company limited by shares incorporated in Australia and a wholly-owned Subsidiary of Oracle.
- (d) Oracle is a public company limited by shares, incorporated in the United States of America, and has been admitted to the official list of the New York Stock Exchange.

- (e) If this Scheme becomes Effective:
  - (1) the Buyer must provide, and Oracle must procure that the Buyer provides, the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
  - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to the Buyer and Aconex will enter the name of the Buyer in the Share Register in respect of the Scheme Shares on the Implementation Date.
- (f) Aconex and the Buyer have agreed, subject to the terms and conditions of the Implementation Deed, to implement this Scheme.
- (g) This Scheme attributes actions to the Buyer and Oracle but does not itself impose an obligation on them to perform those actions. The Buyer and Oracle have agreed, by executing the Deed Poll, to perform the actions attributed to them under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders.

## 3 Conditions

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### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by the Buyer and Aconex in accordance with clause 8.1;
- (d) subject to clause 8.1 such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to in writing by the Buyer and Aconex having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date Aconex and the Buyer agree in writing).

### 3.2 Certificate

- (a) Aconex and the Buyer will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.



### 3.3 Lapse of the Scheme

This Scheme will lapse and be of no further force or effect if the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms, unless Aconex and the Buyer otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

Aconex must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court approves this Scheme or such later date as Aconex and the Buyer agree.

### 4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to the Buyer, without the need for any further act by any Scheme Shareholder (other than acts performed by Aconex as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) Aconex delivering to the Buyer a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Aconex, to transfer all the Scheme Shares to the Buyer; and
  - (2) The Buyer duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Aconex for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), Aconex must enter, or procure the entry of, the name of the Buyer in the Share Register in respect of all the Scheme Shares transferred to the Buyer in accordance with this Scheme.

## 5 Scheme Consideration

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### 5.1 Provision of Scheme Consideration

- (a) The Buyer must, and Oracle must procure that the Buyer does, by no later than 5:00pm on the Business Day before the Implementation Date, deposit in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to Scheme Shareholders, in an Australian dollar denominated trust account operated by Aconex as trustee for the Scheme Shareholders and notified to the Buyer at least 3 Business Days prior to the

Implementation Date, (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to the Buyer's account).

- (b) On the Implementation Date, subject to funds having been deposited in accordance with clause 5.1(a), Aconex must pay or procure the payment from the trust account referred to in clause 5.1(a) of the Scheme Consideration to each Scheme Shareholder based on the number of Scheme Shares held by such Scheme Shareholder as set out in the Share Register on the Scheme Record Date.
- (c) The obligations of Aconex under clause 5.1(b) will be satisfied by Aconex (in its absolute discretion):
  - (1) where a Scheme Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Aconex Registry to receive dividend payments from Aconex by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
  - (2) otherwise, whether or not the Scheme Shareholder has made an election referred to in clause 5.1(c)(1), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) To the extent that, following satisfaction of Aconex's obligations under clause 5.1(b), there is a surplus in the amount held by Aconex as trustee for the Scheme Shareholders in the trust account referred to in that clause, that surplus shall be paid by Aconex to the Buyer.

## 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) subject to clause 5.1(c), the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Aconex, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and
- (b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Aconex, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

## 5.3 Unclaimed monies

- (a) Aconex may cancel a cheque issued under this clause 5 if the cheque:
  - (1) is returned to Aconex; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Aconex (or the Aconex Registry) (which request may not be made until the date which is 10 Business

Days after the Implementation Date), Aconex must reissue a cheque that was previously cancelled under this clause 5.3.

- (c) The *Unclaimed Money Act 2008 (Vic)* will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of the *Unclaimed Money Act 2008 (Vic)*).

## 5.4 Orders of a court or Government Agency

If written notice is given to Aconex (or the Aconex Registry) of an order, direction or notice made by a court of competent jurisdiction or by another Government Agency that, or if a law applicable to Aconex otherwise:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by Aconex in accordance with this clause 5, then Aconex shall be entitled to procure that provision of that consideration is made in accordance with that order, law or direction;
- (b) prevents Aconex from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, Aconex shall be entitled to (as applicable) retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law; or
- (c) during the period of 6 years commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Aconex (or the Aconex Registry) (which request may not be made until the date which is 5 Business Days after the Implementation Date), Aconex must reissue a cheque that was previously cancelled under this clause 5.4.

## 6 Dealings in Aconex Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Aconex Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Aconex Shares on or before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Scheme Record Date at the place where the Share Register is kept,

and Aconex must not accept for registration, nor recognise for any purpose (except a transfer to the Buyer pursuant to this Scheme and any subsequent transfer by the Buyer or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

## 6.2 Register

- (a) Aconex must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Aconex to register a transfer that would result in an Aconex Shareholder holding a parcel of Aconex Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and Aconex shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Aconex must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (d) For the purpose of determining entitlements to the Scheme Consideration, Aconex must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
- (e) All statements of holding for Aconex Shares (other than statements of holding in favour of the Buyer) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of the Buyer) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Aconex Shares relating to that entry.
- (f) As soon as possible on or after the Scheme Record Date, and in any event within one Business Day after the Scheme Record Date, Aconex will ensure that details of the names, Registered Addresses and holdings of Aconex Shares for each Scheme Shareholder as shown in the Share Register are available to the Buyer in the form the Buyer reasonably requires.

## 7 Quotation of Aconex Shares

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- (a) Aconex must apply to ASX to suspend trading on the ASX in Aconex Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by the Buyer, Aconex must apply:
  - (1) for termination of the official quotation of Aconex Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Aconex may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which the Buyer has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Aconex has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their Aconex Shares together with all rights and entitlements attaching to those Aconex Shares in accordance with this Scheme;
  - (2) agrees to the variation, cancellation or modification of the rights attached to their Aconex Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of the Buyer, destroy any holding statements or share certificates relating to their Aconex Shares; and
  - (4) acknowledges and agrees that this Scheme binds Aconex and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Aconex and the Buyer and Oracle on the Implementation Date, and appointed and authorised Aconex as its attorney and agent to warrant to the Buyer and Oracle on the Implementation Date, that all their Aconex Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme will, at the date of transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Aconex Shares to the Buyer together with any rights and entitlements attaching to those shares. Aconex undertakes that it will provide such warranty to the Buyer and Oracle as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to the Buyer will, at the time of transfer of them to the Buyer, vest in the Buyer free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.

- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5, the Buyer will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Aconex of the Buyer in the Share Register as the holder of the Scheme Shares.

#### **8.4 Appointment of sole proxy**

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5, and until Aconex registers the Buyer as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed the Buyer as attorney and agent (and directed the Buyer in each such capacity) to appoint any director, officer, secretary or agent nominated by the Buyer as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as the Buyer reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), the Buyer and any director, officer, secretary or agent nominated by the Buyer under clause 8.4(a) may act in the best interests of the Buyer as the intended registered holder of the Scheme Shares.

#### **8.5 Authority given to Aconex**

Each Scheme Shareholder, without the need for any further act:

- (a) on and from the Effective Date, irrevocably appoints Aconex and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against the Buyer and Oracle, and Aconex undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against the Buyer and the Buyer on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on and from the Implementation Date, irrevocably appoints Aconex and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) executing the Scheme Transfer,

and Aconex accepts each such appointment. Aconex as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

#### **8.6 Binding effect of Scheme**

This Scheme binds Aconex and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme

Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Aconex.

## 9 General

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### 9.1 Stamp duty

The Buyer will, and Oracle must procure that the Buyer will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to Aconex doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Aconex or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Aconex, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Aconex's registered office or at the office of the Aconex Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by an Aconex Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

### 9.4 Governing law

- (a) This Scheme is governed by the laws in force in Victoria, Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 9.5 Further action

Aconex must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

## **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither Aconex, the Buyer nor Oracle nor any director, officer, secretary or employee of Aconex, the Buyer or Oracle shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



## Attachment B

Deed Poll

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Deed

## Deed poll

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Vantive Australia Pty Ltd

Oracle Corporation

## Deed poll

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Date ►

This deed poll is made

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By **Vantive Australia Pty Ltd (ACN 076 201 619)**  
of c/- Baker & McKenzie, AMP Centre, Level 27, 50 Bridge Street,  
Sydney NSW 2000  
**(Buyer)**  
and  
Oracle Corporation  
of 500 Oracle Parkway, Redwood City California 94065  
**(Oracle)**

in favour of each person registered as a holder of fully paid ordinary shares in  
Aconex Limited (**Aconex**) in the Aconex Share Register as at the  
Scheme Record Date.

Recitals

- 1 Aconex, the Buyer and Oracle entered into the Implementation Deed.
- 2 In the Implementation Deed, the Buyer agreed to make this deed poll.
- 3 The Buyer and Oracle are making this deed poll for the purpose of covenanting in favour of the Scheme Shareholders to perform their obligations under the Implementation Deed and the Scheme.

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This deed poll provides as follows:

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## 1 Definitions and interpretation

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### 1.1 Definitions

(a) The meanings of the terms used in this deed poll are set out below.

Term	Meaning
<b>First Court Date</b>	the first day on which an application made to the Court for an order under subsection 411(1) of the Corporations Act convening the

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Term	Meaning
	Scheme Meeting to consider the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.
<b>Implementation Deed</b>	the scheme implementation deed entered into between Aconex, the Buyer and Oracle dated 16 December 2017.
<b>Scheme</b>	the scheme of arrangement under Part 5.1 of the Corporations Act between Aconex and the Scheme Shareholders, the form of which is set out in Attachment A to the Implementation Deed, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by the Buyer and Aconex.
(b)	Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

## 1.2 Interpretation

Sections 1.2 and 1.3 of the Scheme apply to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

## 1.3 Nature of deed poll

The Buyer and Oracle acknowledge that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints Aconex and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against the Buyer and Oracle.

## 2 Conditions to obligations

### 2.1 Conditions

This deed poll and the obligations of the Buyer and Oracle under this deed poll are subject to the Scheme becoming Effective.

### 2.2 Termination

The obligations of the Buyer and Oracle under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no force or effect if:

- (a) the Implementation Deed is terminated in accordance with its terms; or

- (b) the Scheme is not Effective on or before the End Date, unless the Buyer and Aconex otherwise agree in writing.

### 2.3 Consequences of termination

If this deed poll terminates under clause 2.2, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) the Buyer and Oracle are released from their obligations to further perform this deed poll except those obligations under clause 7.1; and
- (b) each Scheme Shareholder retains the rights they have against the Buyer and Oracle in respect of any breach of this deed poll which occurred before it was terminated.

## 3 Scheme obligations

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### 3.1 Undertaking to pay Scheme Consideration

Subject to clause 2, the Buyer undertakes, and Oracle undertakes to procure the Buyer, to:

- (a) deposit, in cleared funds, by no later than 5.00pm on the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders under the Scheme into an Australian dollar denominated trust account operated by Aconex as trustee for the Scheme Shareholders and notified to the Buyer at least three Business Days prior to the Implementation Date, except that any interest on the amounts deposited (less bank fees and other charges) will be credited to the Buyer or Oracle's account; and
- (b) undertake all other actions attributed to it under the Scheme,
- subject to and in accordance with the terms of the Scheme and in favour of each Scheme Shareholder.

## 4 Warranties

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Each of the Buyer and Oracle represents and warrants in favour of each Scheme Shareholder, in respect of itself, that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll;
- (d) this deed poll is valid and binding on it and enforceable against it in accordance with its terms; and

- (e) this deed poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

## 5 Continuing obligations

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This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) the Buyer and Oracle have fully performed their obligations under this deed poll;  
or
- (b) the earlier termination of this deed poll under clause 2.

## 6 Notices

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### 6.1 Form of Notice

A notice or other communication in respect of this deed poll (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to the Buyer and Oracle in accordance with the details set out below (or any alternative details nominated by the Buyer or Oracle by Notice).

<b>Attention</b>	Brian Higgins, VP and Associate General Counsel (Oracle)
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<b>Address</b>	500 Oracle Parkway (MS 5op734)   Redwood Shores, CA 94065
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<b>Email address</b>	brian.s.higgins@oracle.com
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With copy to:

Keith Flaum  
Partner, Hogan Lovells US LLP  
4085 Campbell Avenue, Suite 100, Menlo Park, CA 94025  
keith.flaum@hoganlovells.com

### 6.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business**

**hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

<b>Method of giving Notice</b>	<b>When Notice is regarded as given and received</b>
By hand to the nominated address	When delivered to the nominated address
By email to the nominated email address	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

### **6.3 Notice must not be given by electronic communication**

A Notice must not be given by electronic means of communication (other than email as permitted in clause 6.2).

## **7 General**

### **7.1 Stamp duty**

The Buyer and Oracle:

- (a) will pay all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

### **7.2 Governing law and jurisdiction**

- (a) This deed poll is governed by the law in force in Victoria, Australia.
- (b) The Buyer and Oracle irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed poll. The Buyer and Oracle irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### **7.3 Waiver**

- (a) The Buyer and Oracle may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) The meanings of the terms used in this clause 7.3 are set out below.

<b>Term</b>	<b>Meaning</b>
<b>conduct</b>	includes delay in the exercise of a right.
<b>right</b>	any right arising under or in connection with this deed poll and includes the right to rely on this clause.
<b>waiver</b>	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

#### **7.4 Variation**

A provision of this deed poll may not be varied unless the variation is agreed to by the Buyer and Oracle and:

- (a) if before the First Court Date, the variation is agreed to by Aconex; or
- (b) if on or after the First Court Date, the variation is agreed to by Aconex and the Court indicates that the variation would not of itself preclude approval of the Scheme,

in which event the Buyer and Oracle will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.

#### **7.5 Cumulative rights**

The rights, powers and remedies of the Buyer, Oracle and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

#### **7.6 Assignment**

- (a) The rights created by this deed poll are personal to the Buyer, Oracle and each Scheme Shareholder and must not be dealt with at law or in equity without the prior written consent of the Buyer or Oracle.
- (b) Any purported dealing in contravention of clause 7.6(a) is invalid.

#### **7.7 Joint and several obligations**

The Buyer and Oracle are jointly and severally liable for each obligation imposed on both of them by the terms of this deed poll.

#### **7.8 Further action**

The Buyer and Oracle must, at their own expense, do all things and execute all documents necessary to give full effect to this deed poll and the transactions contemplated by it.



# Signing page

Executed as a deed poll

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Executed by  
**Vantive Australia Pty Ltd**  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth)  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

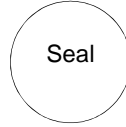
*print name* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

---

Signed sealed and delivered by  
**Oracle Corporation** in the  
presence of



*sign here* ► \_\_\_\_\_  
Authorised signatory

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

*print name* \_\_\_\_\_