

Disclosure of movement of 1% or more in substantial holding
or change in nature of relevant interest, or both

Sections 277 and 278, Financial Markets Conduct Act 2013

To NZX Limited
and
To Orion Health Group Limited

Relevant event being disclosed: Change of nature of relevant interest

Date of relevant event: 31 October 2018

Date this disclosure made: 31 October 2018

Date last disclosure made: 3 July 2018

Substantial product holder(s) giving disclosure

Full name(s): McCrae Limited

Summary of substantial holding

Class of quoted voting products: Ordinary shares in Orion Health Group Limited (NZX code: OHE) (**Shares**)

Summary for McCrae Limited

For **this** disclosure,—

- (a) total number held in class: 97,526,723
- (b) total in class: 196,049,814
- (c) total percentage held in class: 49.746%

For **last** disclosure,—

- (a) total number held in class: 97,526,723
- (b) total in class: 196,049,814
- (c) total percentage held in class: 49.746%

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure:

On 3 July 2018, Orion Health Group Limited (**OHE**), InterOperability BidCo, Inc. (**IO BidCo**), Orchestral Developments Limited, InterOperability Holdings, LLC (**IO Holdings**) and Orion 2018 Limited entered into an Asset Sale and Purchase Agreement relating to the sale and purchase of OHE's InterOperability business (the **APA**) as advised in a notice dated 3 July 2018.

In connection with the APA, on 31 October 2018, McCrae Limited entered into a Restraint Deed with IO Holdings, IO Bidco and Ian McCrae (the **Restraint Deed**).

Under the terms of the Restraint Deed, amongst other things, McCrae Limited undertook in favour of IO Holdings and IO Bidco, subject to certain exceptions, not to sell, transfer or otherwise dispose of, the legal and/or beneficial interest in any of the Shares held by McCrae Limited during the period commencing on 31 October 2018, being the date of completion under the APA, and ending on 31 October 2023, being the date of the fifth anniversary of completion under the APA.

The Restraint Deed will expire on the earlier of:

- the date on which completion of an "Exit" as defined in, and pursuant to the terms of, the Limited Liability Company Agreement relating to IO Holdings, being the occurrence of any of the following: (i) any person becomes a beneficial owner, directly or indirectly, of more than fifty percent, in the aggregate, of the combined voting power of the voting securities of IO Holdings; (ii) a merger or consolidation of IO Holdings with any other company, subject to certain exceptions; (iii) the shareholders of IO Holdings approve a plan of complete liquidation or dissolution of IO Holdings; or (iv) there is consummated an agreement for the sale or disposition by IO Holdings of all or substantially all of the business, assets or undertakings of IO Holdings; or
- the date on which the parties agree in writing to terminate the Restraint Deed.

No consideration was provided to McCrae Limited under the Restraint Deed.

Details after relevant event

Details for: McCrae Limited

Nature of relevant interest(s): McCrae Limited is the registered holder and beneficial owner of 97,526,723 Shares (**Relevant Shares**) and has the power to exercise the right to vote attached to, and to dispose of, the Relevant Shares. As a consequence of the Restraint Deed (copy attached as Appendix A – 16 pages), there is a qualification on the power of McCrae Limited to sell, transfer or otherwise dispose of the Relevant Shares.

For that relevant interest,—

- (a) number held in class: 97,526,723
- (b) percentage held in class: 49.746%
- (c) current registered holder(s): McCrae Limited
- (d) registered holder(s) once transfers are registered: Not applicable

Additional information

Address(es) of substantial product holder(s): Orion House, 181 Grafton Road, Grafton, Auckland 1010, New Zealand

Contact details:

Ian McCrae
Phone: +64 9 638 0600
Email: ian.mccrae@orionhealth.com

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: InterOperability BidCo, Inc. and Orion Health Group Limited.

Certification

I, Ian Richard McCrae, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

APPENDIX A
RESTRAINT DEED

Restraint Deed

InterOperability Holdings, LLC

Hg Holdco

and

InterOperability Bidco, Inc.

Hg NewCo

and

McCrae Limited

Shareholder

and

Ian Richard McCrae

IMC

Date 31 October 2018

BELL GULLY

AUCKLAND VERO CENTRE, 48 SHORTLAND STREET
PO BOX 4199, AUCKLAND 1140, DX CP20509, NEW ZEALAND
TEL 64 9 916 8800 FAX 64 9 916 8801

1443959-LONSR01A - MSW

This **Restraint Deed** is made on

31 October 2018

- between** (1) **InterOperability Holdings, LLC (Hg Holdco)**
- and** (2) **InterOperability Bidco, Inc. (Hg NewCo)**
- and** (3) **McCrae Limited (Shareholder)**
- and** (4) **Ian Richard McCrae (IMC)**

Introduction

- A. Prior to the date of this deed the IO Business was owned by Orion Health Group Limited (**Orion**).
- B. As at the date of this deed:
- (i) the Shareholder holds approximately 50% of Orion's issued share capital; and
 - (ii) IMC is the sole shareholder and director of the Shareholder and is the chief executive officer of Orion.
- C. On 3 July 2018, Hg NewCo, Hg Holdco, Orion 2018 Limited (**Orion IO Newco**), Orchestral Developments Limited (**ODL**) and Orion entered into the Sale and Purchase Agreement pursuant to which:
- (i) ODL agreed to sell, and Hg NewCo agreed to purchase, the IO Business assets;
 - (ii) Hg NewCo agreed to assume certain liabilities relating to the IO Business; and
 - (iii) Hg Holdco agreed to issue, and Orion IO Newco agreed to subscribe for, Preferred Interests and a Member Note (each as defined in the Sale and Purchase Agreement) in Hg Holdco,
- (together referred to as the **IO Sale**).
- D. The Shareholder and IMC have agreed to give the undertakings in this deed attributed to them in order to protect the goodwill of the IO Business following the IO Sale.

It is declared

1. Interpretation

1.1 Definitions

In this deed, unless the context requires otherwise:

Associated Persons has the meaning given to it in the Income Tax Act 2007 (New Zealand).

Companies Act means the Companies Act 1993 (New Zealand).

Condition means the condition set out in clause 2.

Confidential Information means any information regarding:

- (a) the IO Business;
- (b) the assets, affairs, business, customers, clients, suppliers, plans, intentions or market opportunities of the IO Group;
- (c) the operations, processes, product information, know-how, designs, trade secrets or software of the IO Group;
- (d) this deed, any other Transaction Document or the transactions contemplated by them; and
- (e) the ultimate and intermediate shareholders and investors of the Hg NewCo.

Government Agency means any government or any public, statutory, governmental (including a local authority), semi-governmental, local governmental or judicial body, entity, department or authority, any self-regulatory organisation established under statute, or any other body that has legal power to require another person to act or not act in a particular way or to authorise a particular act in any part of the world.

Hospitals Business Products means any software products or software services owned or developed by the Hospitals Group immediately prior to IO Completion that are designed for use by hospitals to enable the automation of key clinical and administrative processes. For clarity, Hospitals Business Products includes the Enterprise product, which provides functionality for patient administration, back office, departmental management, clinical solutions (including clinical records, problem lists, orders, documentation and medication administration) and ancillary departments (including radiology, laboratory and pharmacy).

Hospitals Company means Orion Hospitals Limited.

Hospitals Group means Hospitals Company and its Subsidiaries.

IO Business means the InterOperability business performed by the Orion Group prior to IO Completion, and sold to Hg NewCo pursuant to the Sale and Purchase Agreement, that develops, produces, sells and supports the IO Business Products.

IO Business Products means any software products or software services owned by the Orion Group immediately prior to IO Completion, and sold to Hg NewCo pursuant to the Sale and Purchase Agreement, that are designed to integrate systems through the acquisition and exchange of data. For clarity, IO Business Products includes the Rhapsody Software.

IO Completion has the meaning given to the term "Completion" in the Sale and Purchase Agreement.

IO Group means Hg Holdco and its Related Companies.

LLC Agreement has the meaning given to that term in the Sale and Purchase Agreement, as such agreement is amended, assigned, novated or substituted from time to time.

Orion has the meaning given to that term in the Introduction.

Orion Group means Orion and its Related Companies.

Permitted Transfer has the meaning given to that term in clause 5.3.

PHM Business Products means any software products or software services owned or developed by the Orion Group immediately prior to IO Completion that are designed to aggregate, store, present, analyse and/or provide insights into, healthcare information to make it accessible and/or available for use with supporting workflow within one or more organisations across a geographic region. For clarity, PHM Business Products:

- (a) includes the Amadeus, Amadeus Analytics, Amadeus Intelligence, Coordinate, Engage, Screening, Referrals, e-Referrals, Care Pathways, Communicate, Medicines, Notifications, Clinical Portal, Clinical Data Repository, EMR-Connect, Consult (including Results, Orders, Clinical Documentation, Clinical Whiteboard, Problem Lists, Soprano Medical Templates, MedDocs) and Cancer Screening products, and their derivative products, including Soprano Disease Management, Soprano Workflow Engine and CForms; but
- (b) excludes the Hospitals Business Products.

Recipient has the meaning given to it in clause 3.3(c)(iii).

Related Company has the meaning given to it in section 2(3) of the Companies Act provided that, for the purposes of this deed, a reference to “company” in that section refers to any body corporate notwithstanding its jurisdiction of incorporation.

Restraint Period means the period commencing on IO Completion and ending on the fifth anniversary of IO Completion.

Rhapsody Software means the Rhapsody and Symphonia software contained in the Orion Group’s source repository server, including all computer programs (including all software, models and methodologies, whether in source code or object code, together with all previous versions and updates prior to IO Completion) and databases (including all data and collections of data), as more particularly described in the Schedule of Intellectual Property.

Sale and Purchase Agreement means the asset sale and purchase agreement between Hg NewCo, Hg Holdco, Orion IO Newco, Orion and ODL relating to the sale and purchase of the IO Business, as described further in the Introduction and as amended, assigned, novated or substituted from time to time.

Schedule of Intellectual Property has the meaning given to it in the Sale and Purchase Agreement.

Subsidiary has the meaning given to it in section 5 of the Companies Act.

1.2 Construction of certain references

In this deed, unless the contrary intention appears, a reference to:

- (a) **agreement** includes a contract, deed, licence, undertaking and other document or legally enforceable arrangement (in each case, whether or not in writing, present and future) and includes that document as amended, assigned, novated or substituted from time to time;
- (b) **business day** means a day (other than a Saturday or Sunday) on which registered banks are open for general banking business in each of Auckland, London and Delaware;
- (c) a **party** to a document includes that party’s successors and permitted assigns;

- (d) **person** includes an individual, body corporate, an association of persons (whether corporate or not), a trust, a state, a Government Agency and any other entity (in each case, whether or not having separate legal personality);
- (e) **writing** includes an email communication and any means of reproducing words in a tangible and permanently visible form; and
- (f) **terms not otherwise defined herein** will have the meaning given to such terms under the Sale and Purchase Agreement.

1.3 General references

In this deed, unless the context otherwise requires:

- (a) a reference to “\$” or “dollars” is a reference to New Zealand currency and all amounts payable by a party under this deed are to be paid in that currency;
- (b) words denoting any gender include all genders;
- (c) specifying anything in this deed after the words “including”, “includes” or “for example” or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (d) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) a law:
 - (i) includes a reference to any constitutional provision, subordinate legislation, treaty, decree, convention, statute, regulation, rule, ordinance, proclamation, by-law, judgment, rule of common law or equity or rule of any applicable stock exchange;
 - (ii) is a reference to that law as amended, consolidated, re-enacted, supplemented or replaced (whether before or after the date of this deed);
 - (iii) is a reference to any regulation, rule, ordinance, proclamation, by-law or judgment made under that law;
- (f) the singular includes the plural and *vice versa*; and
- (g) a reference to any document includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time.

1.4 General construction

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

1.5 Headings

In this deed, headings are inserted for convenience and do not affect the interpretation of this deed.

2. Condition

Clause 3 will not be effective and will have no force until IO Completion has occurred in accordance with the terms of the Sale and Purchase Agreement.

3. Undertakings

3.1 Product development

- (a) Subject to clauses 3.1(c) and 3.4, the Shareholder undertakes (on behalf of itself and each of its Related Companies) to Hg Holdco and Hg NewCo that it will not (and will procure that its employees, its Related Companies and its Related Companies' employees will not), for the Restraint Period, either on its own behalf or jointly with, or as agent for, any other person, directly or indirectly, except with the prior written consent of Hg NewCo, develop or re-sell any end product for sale to third parties (directly or indirectly) which has substantially similar functionality to an IO Business Product.
- (b) Subject to clauses 3.1(c) and 3.4, IMC undertakes to Hg Holdco and Hg NewCo that he will not, for the Restraint Period, either on his own behalf or jointly with, or as agent for, any other person, directly or indirectly (including through any of his Associated Persons or their Related Companies), except with the prior written consent of Hg NewCo, develop or re-sell any end product for sale to third parties (directly or indirectly) which has substantially similar functionality to an IO Business Product.
- (c) Interface engines, like those found in IO Business Products, are integrated components of certain Hospitals Business Products and PHM Business Products. The parties agree that the undertakings given in clauses 3.1(a) and (b) are intended:
 - (i) to prevent the Shareholder, its Related Companies, their respective employees and IMC (acting directly or indirectly through any of his Associated Persons or their Related Companies) from developing or re-selling the Rhapsody Software on a stand-alone basis; but
 - (ii) not to prevent the Shareholder, its Related Companies, their respective employees and IMC (acting directly or indirectly through any of his Associated Persons or their Related Companies) from developing or re-selling products (including the Hospitals Business Products or PHM Business Products (as applicable)) that use, or are integrated with, an interoperability engine, but are not themselves a stand-alone interoperability engine.

3.2 Employees

- (a) Subject to clause 3.4, the Shareholder undertakes (on behalf of itself and each of its Related Companies) to Hg Holdco and Hg NewCo that it will not (and will procure that its employees, its Related Companies and its Related Companies' employees will not), for the Restraint Period, either on its own behalf or jointly with or as agent for any other person, directly or indirectly, except with the prior written consent of Hg NewCo, solicit or entice away, or knowingly encourage to leave their employment or engagement by any member of the IO Group, any employee of or consultant to the IO Group, whether or not such person would commit a breach of any contract by reason of ceasing to serve or act for the member of the IO Group.
- (b) Subject to clause 3.4, IMC undertakes to Hg Holdco and Hg NewCo that he will not, for the Restraint Period, either on his own behalf or jointly with or as agent for any other person, directly or indirectly (including through any of his Associated Persons or

their Related Companies), except with the prior written consent of Hg NewCo, solicit or entice away, or knowingly encourage to leave their employment or engagement by any member of the IO Group, any employee of or consultant to the IO Group, whether or not such person would commit a breach of any contract by reason of ceasing to serve or act for the member of the IO Group.

- (c) The undertakings contained in this deed (including for clarity the undertakings in this clause 3.2) shall not prohibit or restrict any party (or their Related Companies or their respective employees) from advertising generally for staff or employing any person who responds to such advertisement, provided that such advertisement is not specifically targeted at employees of the IO Group.

3.3 Confidentiality

- (a) Subject to clause 3.4, the Shareholder undertakes (on behalf of itself and each of its Related Companies) to Hg Holdco and Hg NewCo that it will not (and will procure that its employees, its Related Companies and its Related Companies' employees will not) either directly or indirectly, except with the prior written consent of Hg Newco, at any time use or disclose to any third party any Confidential Information of the IO Business.
- (b) Subject to clause 3.4, IMC undertakes to Hg Holdco and Hg NewCo that he will not, either directly or indirectly (including through any of his Associated Persons or their Related Companies), except with the prior written consent of Hg Newco, at any time use or disclose to any third party any Confidential Information of the IO Business.
- (c) The obligations of confidentiality in paragraphs (a) and (b) above do not apply to:
- (i) information that is generally available to the public at the date of this deed or subsequently becomes so available other than by reason of breach of this deed; or
 - (ii) any disclosure of information that is necessary to comply with any court order, law or the listing rules of any relevant stock exchange; or
 - (iii) information disclosed to any Related Company, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the relevant party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure the relevant party notifies the Recipient of the confidential nature of the information to be disclosed and the disclosing party remains liable for any breach of the confidentiality obligations in this clause 3.3 by such person; or
 - (iv) use or disclosure of Confidential Information to the extent, and for so long as, that is permitted under the terms of the Rhapsody Reseller Agreement, the OEM Rhapsody License Agreement, the Transitional Services Agreement, or any other document entered into in connection with the Transaction.

3.4 Exception

For so long as Orion is not wholly owned by the Shareholder, where the undertakings given in clauses 3.1 to 3.3 require the Shareholder, its Related Companies or IMC to procure that Orion, Orion's subsidiaries or any of the employees of Orion or Orion's subsidiaries take (or refrain from taking) any action, those undertakings shall instead be construed to require only that the Shareholder, its Related Companies or IMC use reasonable endeavours to procure (which shall include exercising his or its voting rights, contractual rights and other powers (in its or his capacity as shareholder and/or director (subject to any relevant fiduciary duties as a

director) as the case may be)) that Orion, Orion's subsidiaries or any of the employees of Orion or Orion's subsidiaries take (or refrain from taking) such action.

4. Provisions relating to undertakings

4.1 Severability

Each of the obligations set out in clause 3 is severable and independent so that if any part or provision of it is invalid or unenforceable by a court of law then such provision must be considered to be automatically deleted from this deed. Any such deletion must apply only to that portion of any provision so adjudicated, and the operation of such provision must only be deemed inapplicable in the particular jurisdiction in which the adjudication is made.

4.2 Legal advice

The Shareholder and IMC each acknowledge that:

(a) **Undertakings fundamental**

the undertakings given in clause 3 are fundamental to each of Hg NewCo's and Hg Holdco's decision to enter into the Sale and Purchase Agreement;

(b) **Independent legal advice**

it or he has obtained, or has had the opportunity to obtain, independent legal advice in relation to this deed;

(c) **Undertakings fair and reasonable**

each of the separate restrictions in clause 3 is fair and reasonable in all the circumstances and necessary to protect, amongst other things, the goodwill of the IO Business; and

(d) **Remedies**

the remedy of damages may be inadequate to protect Hg NewCo and Hg Holdco's respective interests, or the interests of IO Company and any other IO Group member and Hg NewCo and Hg Holdco are entitled to seek and obtain injunctive relief, or any other relief, in relation to an actual, potential or expected breach of clause 3.

5. Transfer restrictions

5.1 Shareholder restriction

Subject to clause 5.3, the Shareholder undertakes to Hg Holdco and Hg NewCo that it will not, for the Restraint Period, sell, transfer or otherwise dispose of the legal and/or beneficial interest in any of its shares in Orion.

5.2 IMC restriction

Subject to clause 5.3, IMC undertakes to Hg Holdco and Hg NewCo that he will not, for the Restraint Period, sell, transfer or otherwise dispose of the legal and/or beneficial interest in any of its shares in the Shareholder.

5.3 Exclusions

Clauses 5.1 and 5.2 will not apply to a sale, transfer or other disposition:

- (a) if:
 - (i) following completion of that sale, transfer or other disposition, IMC continues to hold, directly or indirectly the legal and/or beneficial interest in greater than 50% of the voting shares in both of Orion and the Shareholder; and
 - (ii) the sale, transfer or other disposition is not made, directly or indirectly, to a competitor of the IO Business (being a developer or re-seller of any end product for sale to third parties that has substantially similar functionality to an IO Business Product (excluding, for clarity, any developer or re-seller of products that use, or are integrated with, an interoperability engine, but are not themselves a stand-alone interoperability engine)); or
- (b) that involves granting a security interest over, or otherwise encumbering, any of the shares in the Shareholder or Orion in connection with a commercial lending arrangement with an unrelated third party; or
- (c) if such sale, transfer or other disposition is as a result of any enforcement by a lender or other provider of indebtedness to IMC or the Shareholder, that is an unrelated third party, of any security or encumbrance granted by IMC or the Shareholder over its shares in the Shareholder or Orion, respectively; or
- (d) if such sale, transfer or other disposition has been consented to in writing by Hg NewCo (such consent to be withheld in Hg Newco's absolute discretion),

any such sale, transfer or other disposition being a **Permitted Transfer**.

5.4 Notification and KYC

IMC undertakes to notify Hg Holdco and Hg Newco promptly if, during the Restraint Period, it intends to carry out a Permitted Transfer and, in the case of a Permitted Transfer under clause 5.3(a), IMC shall procure that, prior to the Permitted Transfer, any relevant transferee has provided to Hg Holdco such information as Hg Holdco may reasonably require in order to satisfy its obligations in respect of any "know your client" or other anti-money laundering legislation, regulation or best practice from time to time.

6. Termination

6.1 Automatic termination

Subject to clause 6.3, this deed will automatically terminate and cease to be in force and effect upon completion of an "Exit" as defined in, and pursuant to the terms of, the LLC Agreement.

6.2 Other termination

Save as set out in clause 6.1, this deed may only be cancelled or terminated by agreement in writing between the parties.

6.3 Surviving provisions

In the event of termination or cancellation under clauses 6.1 or 6.2, the rights and obligations of each party under each of the following clauses will continue independently from the other obligations of the parties and survive cancellation of this deed:

- (a) clause 1 (Interpretation);
- (b) clause 3.3 (Confidentiality);
- (c) clause 4 (Provisions relating to undertakings);
- (d) clause 6 (Termination); and
- (e) clause 7 (General),

provided that the provisions of clause 3.3 (Confidentiality) shall only continue for a period of two years following termination.

7. General

7.1 Entire understanding

This deed contains the entire understanding between the parties concerning the subject matter of this deed and supersedes all prior communications between the parties.

7.2 Further assurances

A party must, at its own expense and within a reasonable time of being requested by another party to do so, do all things and execute all documents that are reasonably necessary to give full effect to this deed.

7.3 Waiver

(a) **Waiver must be in writing**

A waiver of any term, provision or condition of, or consent granted under, this deed is effective only if given in writing and signed by the waiving or consenting party.

(b) **Delay not a waiver**

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this deed does not operate as a waiver of the power or right.

(c) **Partial exercise**

A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this deed.

7.4 Severability

Without limiting the application of clause 4.1 in any way, if any provision of this deed offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

(a) **Read down to minimum extent**

where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the minimum extent necessary to achieve that result; and

(b) **Sever offending provision**

in any other case the offending provision must be severed from this deed, in which event the remaining provisions of this deed operate as if the severed provision had not been included.

7.5 **Assignment**

No party may assign or transfer all or part of their respective rights or obligations under this deed without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed.

7.6 **Amendments**

This deed cannot be amended or varied except in writing signed by the parties.

7.7 **Costs**

Except as otherwise specified in this deed and the Funds Flow, each party must pay its own legal and other costs of and incidental to the preparation, negotiation, execution and completion of this deed.

7.8 **Delivery**

For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed shall be delivered by any party (the **Delivering Party**) immediately on the earlier of:

- (a) physical delivery of an original of this deed, executed by the Delivering Party, into the custody of each other party or each other party's solicitors; or
- (b) transmission by the Delivering Party or its solicitors (or any other person authorised in writing by the Delivering Party) of a, photocopied or scanned copy of an original of this deed, executed by the Delivering Party, to each other party or each other party's solicitors.

7.9 **Counterparts and execution**

(a) **Execution of counterparts**

This deed may be executed on the basis of an exchange of scanned copies of the signature pages of this deed and execution of this deed by such means is to be a valid and sufficient execution.

(b) **Counterparts constitute same document**

If this deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

(c) **Date of deed**

The deed shall not become effective until each party has executed the deed or a counterpart and exchanged the deed or counterpart with the other parties.

7.10 **Notices**

Any notice or other communication (including any request, demand, consent or approval) to or by a party to this deed:

(a) **Method**

may be given by personal service or email to an authorised email address;

(b) **In writing**

must be in writing, legible and in English addressed as shown below:

(i) **Hg Holdco**

if to Hg Holdco:

Address: c/c Hg Pooled Management Limited,
2 More London Riverside, London SE1 2AP, UK
Attention: David Issott
Email: David.Issott@hgcapital.com

with a copy provided to:

Address: Hg Pooled Management Limited,
2 More London Riverside, London SE1 2AP, UK
Attention: General Counsel
Email: complianceteam@hgcapital.com

with a copy provided to:

Address: Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street, Canary Wharf, London, E14 5DS
Attention: Richard Youle
Email: Richard.Youle@skadden.com

(ii) **Hg NewCo**

if to Hg NewCo:

Address: c/c Hg Pooled Management Limited,
2 More London Riverside, London SE1 2AP, UK
Attention: David Issott
Email: David.Issott@hgcapital.com

with a copy provided to:

Address: Hg Pooled Management Limited,
2 More London Riverside, London SE1 2AP, UK
Attention: General Counsel
Email: complianceteam@hgcapital.com

with a copy provided to:

Address: Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street, Canary Wharf, London, E14 5DS
Attention: Richard Youle
Email: Richard.Youle@skadden.com

(iii) Shareholder

if to the Shareholder:

Address: Orion House, 181 Grafton Road, Grafton, Auckland 1010
Attention: Ian McCrae
Email: Ian.McCrae@orionhealth.com

(iv) IMC

if to IMC:

Address: Orion House, 181 Grafton Road, Grafton, Auckland 1010
Email: Ian.McCrae@orionhealth.com

or to any other address last notified by the party to the sender by notice given in accordance with this clause 7.10, provided that notice of any change of address shall be effective ten (10) business days after it is served;

(c) Receipt

is deemed to be given by the sender and received by the addressee:

(i) Delivery

if delivered in person, when delivered to the addressee; or

(ii) Email

if sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the email was sent to the email address of the addressee notified for the purposes of this clause),

but if the delivery or receipt is on a day which is not a business day or is after 4:00pm (addressee's time), it is deemed to have been received at 9:00am on the next business day.

7.11 Governing law and jurisdiction

(a) Governing law

This deed is governed by and must be construed in accordance with the laws of New Zealand.

(b) Jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of or relating to this deed, its performance or subject matter.

(c) **Agent for service**

Hg Holdco and Hg NewCo each appoint Chapman Tripp at Level 35, 23 Albert Street, Auckland, New Zealand and John.Strowger@chapmantripp.com as its agent to accept service of process and other documents in any proceedings commenced in the courts of New Zealand.

Execution

Executed and delivered as a deed.

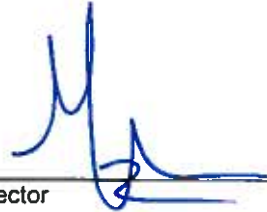
Executed for and on behalf of
InterOperability Holdings, LLC
by:



Director

DAVID ISSOTT

Print Name



Director

YASEMIN ARIK

Print Name

Executed for and on behalf of
InterOperability Bidco, Inc. by:



Director

DAVID ISSOTT

Print Name



Director

YASEMIN ARIK

Print Name

Signed for and on behalf of McCrae Limited
by its sole director in the presence of:



Director

Ian McCrae

Print name



Witness Signature

Cheri Swankowski

Print Name

Administrative Services Manager

Witness Occupation

Boston

Place of residence

Signed by Ian Richard McCrae in the
presence of:



Ian Richard McCrae

Ian McCrae

Print name



Witness Signature

Cheri Swankowski

Print Name

Administrative Services Manager

Witness Occupation

Boston

Place of residence