

## Disclosure of beginning to have substantial holding

*Section 276, Financial Markets Conduct Act 2013*

**To** NZX Limited

and

**To** Orion Health Group Limited

Date this disclosure made: 3 July 2018

Date on which substantial holding began: 3 July 2018

### **Substantial product holder(s) giving disclosure**

Full name(s): InterOperability BidCo, Inc.

### **Summary of substantial holding**

Class of quoted voting products: Ordinary shares (NZX code: OHE) (*Shares*)

Summary for InterOperability BidCo, Inc.

For this disclosure,—

(a) total number held in class: 128,540,912

(b) total in class: 196,049,814

(c) total percentage held in class: 65.565%

### **Details of relevant interests**

Details for InterOperability BidCo, Inc.

Nature of relevant interest(s): Power to control the disposal of Shares

For that relevant interest,—

(a) number held in class: 128,540,912

(b) percentage held in class: 65.565%

(c) current registered holder(s): McCrae Limited, Ronald Andrews, Andrew Ferrier, CANZ Capital Limited, Geoffrey Alexander Cumming, John Halamka, Michael Falconer, George Roger Wayne France, Paul Nigel Shearer, Sonya Maree Shearer and Mark Edgar Wilson, Paul Nigel Shearer, Pioneer Capital I Nominees Limited

(d) registered holder(s) once transfers are registered: Not applicable

Nature of relevant interest(s): Power to control the exercise of the right to vote attaching to Shares

For that relevant interest,—

(a) number held in class: 31,014,189

(b) percentage held in class: 15.820%

(c) current registered holder(s): Ronald Andrews, Andrew Ferrier, CANZ Capital Limited, Geoffrey Alexander Cumming, John Halamka, Michael Falconer, George Roger Wayne France, Paul Nigel Shearer, Sonya Maree Shearer and Mark Edgar Wilson, Paul Nigel Shearer, Pioneer Capital I Nominees Limited

(d) registered holder(s) once transfers are registered: Not applicable

### **Details of transactions and events giving rise to substantial holding**

Details of the transactions or other events requiring disclosure: On 3 July 2018, InterOperability BidCo, Inc. (*IO BidCo*), Orchestral Developments Limited (*ODL*), InterOperability Holdings, LLC, Orion 2018 Limited and Orion Health Group Limited (*OHE*) entered into an Asset Sale and Purchase Agreement relating to the sale and purchase of OHE's InterOperability business (the *IO Business*) (the *APA*), which, if approved by OHE's shareholders, would result in IO BidCo acquiring the IO Business (the *Proposed Transaction*).

In connection with the Proposed Transaction, also on 3 July 2018, IO BidCo has entered into a Deal Protection Deed with Ian McCrae and McCrae Limited (attached as Appendix A – 9 pages) (the *McCrae Deed*), as well as Deal Protection Deeds with each of the following OHE shareholders:

- Ronald Andrews (attached as Appendix B – 9 pages);
- Andrew Ferrier and CANZ Capital Limited (attached as Appendix C – 11 pages);
- Geoffrey Alexander Cumming (attached as Appendix D – 9 pages);
- John Halamka (attached as Appendix E – 9 pages);
- Michael Falconer (attached as Appendix F – 9 pages);
- Paul Nigel Shearer, Sonya Maree Shearer and Mark Edgar Wilson, and Paul Nigel Shearer (attached as Appendix G – 11 pages);
- George Roger Wayne France (attached as Appendix H – 9 pages); and
- Pioneer Capital I Nominees Limited (attached as Appendix I – 9 pages).

(each a *Deal Protection Deed* and together, the *Deal Protection Deeds*).

### **McCrae Deed**

Under the terms of the McCrae Deed, amongst other things, Ian McCrae and McCrae Limited agreed, subject to certain exceptions, not to:

- sell, transfer, grant or permit an encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shares held by McCrae Limited;
- invite, solicit or encourage a transaction involving the acquisition of any of the Shares held by McCrae Limited; and

- invite, solicit or encourage a third party to make, propose or announce any acquisition of any other person's Shares, the acquisition of all or a material part of the business/assets of OHE, a merger with OHE or any other transaction which could reasonably be expected to be inconsistent with the Proposed Transaction or result in IO BidCo abandoning or failing to proceed with the Proposed Transaction.

The McCrae Deed will expire on the earlier of the date on which completion of the Proposed Transaction in accordance with the terms of the APA, including successful completion of the buy-back of Shares contemplated by the APA or the APA is terminated in accordance with its terms.

No consideration was provided to Ian McCrae and McCrae Limited under the McCrae Deed.

### ***Deal Protection Deeds***

Under the terms of the Deal Protection Deeds, each OHE shareholder listed above has irrevocably agreed and undertaken to attend the special shareholders' meeting to be called by OHE to approve the Proposed Transaction (*SGM*) and exercise the voting rights in respect of all Shares which they hold in favour of all resolutions at the SGM (the *Voting Undertaking*).

In addition to the Voting Undertaking, each OHE shareholder listed above has agreed pursuant to the Deal Protection Deeds, subject to certain exceptions, not to:

- sell, transfer, grant or permit an encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shares held by it;
- invite, solicit or encourage a transaction involving the acquisition of any of the Shares held by it; and
- invite, solicit or encourage a third party to make, propose or announce any acquisition of any other person's Shares, the acquisition of all or a material part of the business/assets of OHE, a merger with OHE or any other transaction which could reasonably be expected to be inconsistent with the Proposed Transaction or result in IO BidCo abandoning or failing to proceed with the Proposed Transaction.

The Deal Protection Deeds will expire on the earlier of the date on which completion of the Proposed Transaction in accordance with the terms of the APA, including successful completion of the buy-back of Shares contemplated by the APA or the APA is terminated in accordance with its terms.

No consideration was provided to any of the counterparties to the Deal Protection Deeds under the Deal Protection Deeds.

### **Additional information**

Address(es) of substantial product holder(s): InterOperability BidCo, Inc.  
c/- Hg Pooled Management Limited  
2 More London Riverside  
London SE1 2AP  
United Kingdom

Contact details: David Issott, Email: [David.Issott@hgcapital.com](mailto:David.Issott@hgcapital.com), Phone: +44 207 089 7988

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: McCrae Limited, Geoffrey Cumming and Pioneer Capital Management Limited.

**Certification**

I, David Issott, 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**

# Deal Protection Deed

**McCrae Limited** (Shareholder)

**Ian McCrae** (IMC)

**InterOperability Bidco, Inc.** (Hg)



## CONTENTS

<b>1</b>	<b>STATUS OF STATEMENT OF INTENTION</b>	<b>3</b>
1.1	Status of the statement of intention	3
1.2	Shareholder acknowledgements	3
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>4</b>
2.1	Definition of Encumbrance	4
2.2	Prohibited dealings	4
2.3	Permitted dealings	5
2.4	Warranty	5
<b>3</b>	<b>COMPLIANCE WITH TAKEOVERS CODE</b>	<b>5</b>
3.1	Holding and controlling of voting rights	5
<b>4</b>	<b>EXPIRY AND TERMINATION</b>	<b>6</b>
4.1	Expiry	6
4.2	Accrued rights and obligations	6
4.3	Obligations not affected by termination	6
<b>5</b>	<b>MUTUAL WARRANTIES</b>	<b>6</b>
5.1	Warranties	6
<b>6</b>	<b>GENERAL</b>	<b>6</b>
6.1	Confidentiality	6
6.2	Relationship	7
6.3	Variation and waiver	7
6.4	No assignment	7
6.5	Costs	7
6.6	Severability	7
6.7	Entire agreement	7
6.8	Counterparts	7
6.9	Compliance with applicable law	7
6.10	Governing law	7

**DEAL PROTECTION DEED**

*Date:* 3 July 2018

**PARTIES**

**McCrae Limited** (*Shareholder*)

**Ian McCrae** (IMC)

**InterOperability Bidco, Inc.** (*Hg*)

**BACKGROUND**

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*) and the Target, and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds 97,526,723 ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the date of this Deed, being the *Shareholder's Shares*).
- D The Shareholder has advised Hg that the Shareholder intends to vote all of the Shareholder's Shares in favour of the Resolutions in respect of which the Shareholder is permitted to vote and IMC intends to procure that the Shareholder do so.

**BY THIS DEED** the parties agree as follows:

**1 STATUS OF STATEMENT OF INTENTION****1.1 Status of the statement of intention**

The statement of intention recorded in paragraph D of the Introduction (*Statement of Intention*) reflects the Shareholder's intention based on the terms of the Transaction as set out in the APA as at the date of this Deed. It is not, and is not intended to be, contractually binding on the Shareholder or IMC. The Statement of Intention is not a voting undertaking and does not grant to Hg any control over the voting rights attaching to the Shareholder's Shares.

**1.2 Shareholder acknowledgements**

Without limiting clause 1.1, the Shareholder and IMC acknowledge that:

- (a) Hg has relied on the Statement of Intention;





- (b) Hg and the Target may refer to the Statement of Intention, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares; and
- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Statement of Intention), to NZX Main Board and ASX.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

Subject to clause 2.3, the Shareholder will not do, or agree to do, and IMC agrees to procure that the Shareholder will not do, or agree to do, directly or indirectly, any of the following (other than as contemplated by or in order to give effect to the Transaction) after the date of this Deed:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material part of the business and/or assets of the Target and its subsidiaries;
    - (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
    - (D) otherwise an acquisition of, or merger with, the Target; or
    - (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital



reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause 0 or (b).

### 2.3 Permitted dealings

Clause 2.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval, which will not be arbitrarily or unreasonably withheld or delayed;
- (c) IMC from doing any act, matter or thing in his capacity as a director or officer of the Target, that he considers necessary or advisable to comply with his fiduciary or statutory duties; and
- (d) the Shareholder or IMC (or any financier of the Shareholder or IMC) from doing any act, matter or thing:
  - (i) for the purpose of, and in connection with, repaying or refinancing any monies owed by the Shareholder or IMC under any financing and security arrangements to which either the Shareholder or IMC is party as at the date of this Deed (*Existing Financing Arrangements*) or taking any enforcement action under such financing arrangements; and
  - (ii) it considers necessary or desirable to comply with the obligations of the Shareholder or IMC under any Existing Financing Arrangements or any arrangements entered into in replacement of the Existing Financing Arrangements, including any obligations that arise upon enforcement action being taken under those arrangements.

### 2.4 Warranty

The Shareholder and IMC each represent and warrant that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.

## 3 COMPLIANCE WITH TAKEOVERS CODE

### 3.1 Holding and controlling of voting rights

Nothing in this Deed will confer on Hg the ability, or right, to hold or control (as defined in the Takeovers Code) the voting rights (as defined in the Takeovers Code) attaching to the Shareholder's Shares, and Hg will not become the holder or controller of such voting rights. The Shareholder may exercise or control the



exercise of all voting rights attached to the Shareholder's Shares in whatever manner that it sees fit.

#### 4 **EXPIRY AND TERMINATION**

##### 4.1 **Expiry**

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

##### 4.2 **Accrued rights and obligations**

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

##### 4.3 **Obligations not affected by termination**

The rights and obligations of each party under clause 4.2 and 6 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

#### 5 **MUTUAL WARRANTIES**

##### 5.1 **Warranties**

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

#### 6 **GENERAL**

##### 6.1 **Confidentiality**

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

**6.2 Relationship**

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

**6.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**6.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**6.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**6.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**6.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**6.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**6.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

**6.10 Governing law**

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.



**EXECUTED AS A DEED**

For and on behalf of **McCrae Limited** by:

  
\_\_\_\_\_  
Director

in the presence of:

  
\_\_\_\_\_

Name: *Laura McCrae*

Occupation: *Business Intelligence Graduate*

Address: *30 King Street, Grey Lynn*

Signed by **Ian McCrae**

  
\_\_\_\_\_  
in the presence of:

  
\_\_\_\_\_

Name: *Laura McCrae*

Occupation: *Business Intelligence Graduate*

Address: *30 King Street, Grey Lynn*

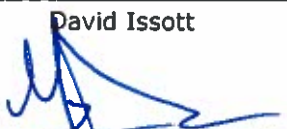




For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_

Director      David Issott

  
\_\_\_\_\_

Director      Yasemin Arik

## **APPENDIX B**

# Deal Protection Deed

**Ronald Andrews** (Shareholder)

**InterOperability Bidco, Inc.** (Hg)





## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**Ronald Andrews** (*Shareholder*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds **32,930** ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;



- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material



part of the business and/or assets of the Target and its subsidiaries;

- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval;
- (c) Ronald Andrews from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.



### 3 EXPIRY AND TERMINATION

#### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 Accrued rights and obligations

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 Obligations not affected by termination

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 MUTUAL WARRANTIES

#### 4.1 Warranties

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 GENERAL

#### 5.1 Confidentiality

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

#### 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.



**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.


**5.10 Governing law**

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

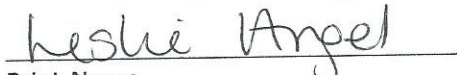


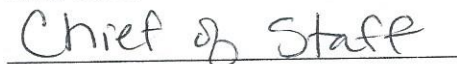
**EXECUTED AS A DEED**

**Signed** by **Ronald Andrews** in the presence of:

  
Ronald Andrews

  
Witness Signature

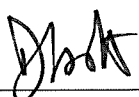
  
Print Name

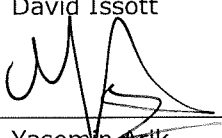
  
Witness Occupation

  
Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arlik



## **APPENDIX C**

# Deal Protection Deed

**Andrew Ferrier**

**CANZ Capital Limited**

(together, Shareholders)

**InterOperability Bidco, Inc. (Hg)**



## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	2
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	4
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	5
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**Andrew Ferrier**

**CANZ Capital Limited**  
(together, *Shareholders*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholders hold ordinary shares in the Target as follows:
- (a) Andrew Ferrier holds 62,657 shares in the Target; and
  - (b) CANZ Capital Limited holds 1,466,666 shares in the Target,
- (such shares of the relevant Shareholder, together with any other shares in the Target acquired (directly or indirectly) by the relevant Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D Each Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

Each Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).



## 1.2 Shareholder acknowledgements

Without limiting clause 1.1, each Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;
- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

## 1.3 Remedies under the Takeovers Act

Each Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

Each Shareholder agrees that it will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;



(b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:

- (i) acquire any interest in, or control over, any of the Shareholder's Shares;
- (ii) make, propose or announce:
  - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
  - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material part of the business and/or assets of the Target and its subsidiaries;
  - (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
  - (D) otherwise an acquisition of, or merger with, the Target; or
  - (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) any Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by any Shareholder with Hg's prior written approval;



- (c) Andrew Ferrier from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

#### 2.4 **Warranty**

Each Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.

### 3 **EXPIRY AND TERMINATION**

#### 3.1 **Expiry**

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 **Accrued rights and obligations**

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 **Obligations not affected by termination**

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 **MUTUAL WARRANTIES**

#### 4.1 **Warranties**

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 **GENERAL**

#### 5.1 **Confidentiality**

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or



- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

## 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

## 5.3 Variation and waiver

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party} will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

## 5.4 No assignment

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

## 5.5 Costs

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

## 5.6 Severability

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

## 5.7 Entire agreement

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

## 5.8 Counterparts

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Any party may execute this Deed by signing any such counterpart.

## 5.9 Compliance with applicable law

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

## 5.10 Governing law

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action









being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

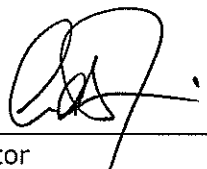
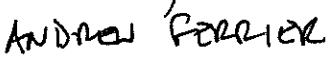


**EXECUTED AS A DEED**

**Signed** by **Andrew Ferrier** in the presence of:

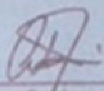
  
\_\_\_\_\_  
Andrew Ferrier  
\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Executive Assistant  
Witness Occupation  
\_\_\_\_\_  
Auckland  
Place of residence

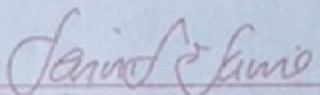
For and on behalf of **CANZ Capital Limited** by:

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
ANDREW FERRIER  
Print Name  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Print Name

EXECUTED AS A DEED

Signed by Andrew Ferrier in the presence of:

  
\_\_\_\_\_  
Andrew Ferrier

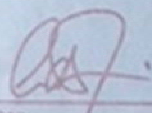
  
\_\_\_\_\_  
Witness Signature

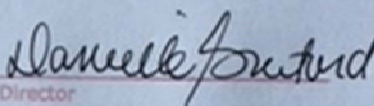
Jennifer Jamie  
\_\_\_\_\_  
Print Name

Executive Assistant  
\_\_\_\_\_  
Witness Occupation

Auckland  
\_\_\_\_\_  
Place of residence


For and on behalf of CANZ  
Capital Limited by:

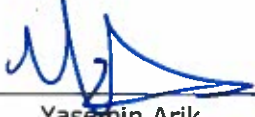
  
\_\_\_\_\_  
Director  
Andrew Ferrier  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Director  
Danielle Guitard  
\_\_\_\_\_  
Print Name



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arik

## **APPENDIX D**

# Deal Protection Deed

**Geoffrey Alexander Cumming**  
(Shareholder)

**InterOperabilty Bidco, Inc. (Hg)**



## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>3</b>
3.1	Expiry	3
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	4
5.4	No assignment	4
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5

## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**Geoffrey Alexander Cumming** (*Shareholder*)

**InterOperabilty Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds 15,817,777 ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;





- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material



part of the business and/or assets of the Target and its subsidiaries;

- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions; and
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.

## 3 EXPIRY AND TERMINATION

### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.



### 3.2 **Accrued rights and obligations**

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

### 3.3 **Obligations not affected by termination**

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

## 4 **MUTUAL WARRANTIES**

### 4.1 **Warranties**

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

## 5 **GENERAL**

### 5.1 **Confidentiality**

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

### 5.2 **Relationship**

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

### 5.3 **Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

### 5.4 **No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

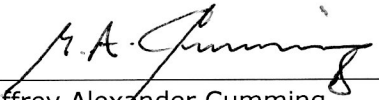
**5.10 Governing law**

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.




**EXECUTED AS A DEED**

**Signed by Geoffrey Alexander  
Cumming** in the presence of:


  
\_\_\_\_\_  
Geoffrey Alexander Cumming

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Print Name

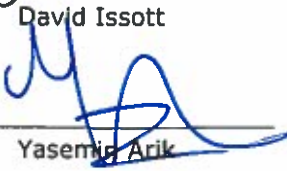
  
\_\_\_\_\_  
Witness Occupation

  
\_\_\_\_\_  
Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arik

## **APPENDIX E**

# Deal Protection Deed

**John Halamka** (Shareholder)

**InterOperability Bidco, Inc.** (Hg)





## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**John Halamka** (*Shareholder*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds **30,260** ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;



- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material



part of the business and/or assets of the Target and its subsidiaries;

- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval;
- (c) John Halamka from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.



### 3 EXPIRY AND TERMINATION

#### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 Accrued rights and obligations

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 Obligations not affected by termination

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 MUTUAL WARRANTIES

#### 4.1 Warranties

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 GENERAL

#### 5.1 Confidentiality

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

#### 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

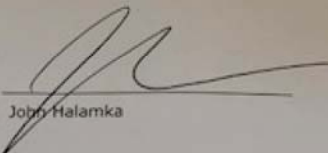
Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

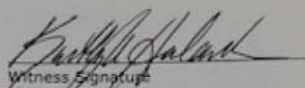
**5.10 Governing law**

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.

**EXECUTED AS A DEED**

Signed by John Halamka in the  
presence of:

  
John Halamka

  
Witness Signature


Kathy A. Halamka  
Print Name


Charity Co-Director  
Witness Occupation

11 Unity Lane Shertown MA 01770  
Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director     David Issott

  
\_\_\_\_\_  
Director     Yasemin Arik



## **APPENDIX F**

# Deal Protection Deed

**Michael Falconer** (Shareholder)

**InterOperability Bidco, Inc.** (Hg)



## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**Michael Falconer** (*Shareholder*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds **7,391** ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;



- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material



part of the business and/or assets of the Target and its subsidiaries;

- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval;
- (c) Michael Falconer from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.



### 3 EXPIRY AND TERMINATION

#### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 Accrued rights and obligations

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 Obligations not affected by termination

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 MUTUAL WARRANTIES

#### 4.1 Warranties

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 GENERAL

#### 5.1 Confidentiality

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

#### 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.



**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

**5.10 Governing law**

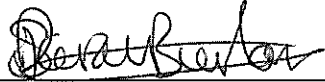
This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.





**EXECUTED AS A DEED**

**Signed** by **Michael Falconer** in the presence of:

  
\_\_\_\_\_  
Michael Falconer  
\_\_\_\_\_

Witness Signature

Sarah-Jane Burton

Print Name

Executive Assistant


Witness Occupation

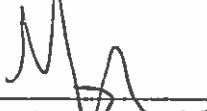
Auckland

Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arik

## **APPENDIX G**

# Deal Protection Deed

**Paul Nigel Shearer  
Sonya Maree Shearer  
Mark Edgar Wilson**

**Paul Nigel Shearer**

(together, Shareholders)

**InterOperability Bidco, Inc. (Hg)**



## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	2
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	4
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	5
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**Paul Nigel Shearer**  
**Sonya Maree Shearer**  
**Mark Edgar Wilson**

**Paul Nigel Shearer**

(together, *Shareholders*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholders hold ordinary shares in the Target as follows:
- (a) Paul Nigel Shearer, Sonya Maree Shearer and Mark Edgar Wilson jointly hold 1,222,222 shares in the Target; and
  - (b) Paul Nigel Shearer holds 24,100 shares in the Target,
- (such shares of the relevant Shareholder, together with any other shares in the Target acquired (directly or indirectly) by the relevant Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D Each Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

Each Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the



Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

## 1.2 Shareholder acknowledgements

Without limiting clause 1.1, each Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;
- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

## 1.3 Remedies under the Takeovers Act

Each Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

Each Shareholder agrees that it will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;



(b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:

- (i) acquire any interest in, or control over, any of the Shareholder's Shares;
- (ii) make, propose or announce:
  - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
  - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material part of the business and/or assets of the Target and its subsidiaries;
  - (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
  - (D) otherwise an acquisition of, or merger with, the Target; or
  - (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) any Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by any Shareholder with Hg's prior written approval;





- (c) Paul Nigel Shearer from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

#### 2.4 **Warranty**

Each Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.

### 3 **EXPIRY AND TERMINATION**

#### 3.1 **Expiry**

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 **Accrued rights and obligations**

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 **Obligations not affected by termination**

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 **MUTUAL WARRANTIES**

#### 4.1 **Warranties**

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 **GENERAL**

#### 5.1 **Confidentiality**

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or



- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

**5.2 Relationship**

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party} will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Any party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

**5.10 Governing law**

This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action



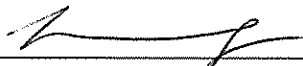
being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.



**EXECUTED AS A DEED**

**Signed by Paul Nigel Shearer**, as joint holder, in the presence of:

  
Paul Nigel Shearer

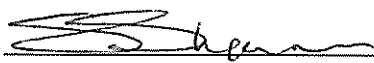
  
Witness Signature


Kate Grant  
Print Name

Doctor  
Witness Occupation

55 Hinan st, Christchurch  
Place of residence

**Signed by Sonya Maree Shearer**, as joint holder, in the presence of:

  
Sonya Maree Shearer

  
Witness Signature

Kate Grant  
Print Name

Doctor  
Witness Occupation

55 Hinan st, Christchurch  
Place of residence



**Signed by Mark Edgar Wilson**, as joint holder, in the presence of:

Mark Edgar Wilson

Witness Signature

Elizabeth Mary Darling

Print Name

Accountant

Witness Occupation

Auckland.

Place of residence

**Signed by Paul Nigel Shearer** in the presence of:

Paul Nigel Shearer

Witness Signature

Beila Hill

Print Name

Personal Assistant

Witness Occupation


Auckland

Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arik

## **APPENDIX H**

# Deal Protection Deed

**George Roger Wayne France** (Shareholder)

**InterOperability Bidco, Inc.** (Hg)





## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5

## DEAL PROTECTION DEED

*Date:* 3 July 2018

## PARTIES

**George Roger Wayne France** (*Shareholder*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds **33,739** ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;
- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;



- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 2.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;
    - (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material



part of the business and/or assets of the Target and its subsidiaries;

- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 3.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval;
- (c) George Roger Wayne France from doing any act, matter or thing in his capacity as a director or officer of the Target that he considers necessary or advisable to comply with his fiduciary or statutory duties.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.



### 3 EXPIRY AND TERMINATION

#### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 Accrued rights and obligations

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 Obligations not affected by termination

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 MUTUAL WARRANTIES

#### 4.1 Warranties

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 GENERAL

#### 5.1 Confidentiality

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

#### 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.

**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

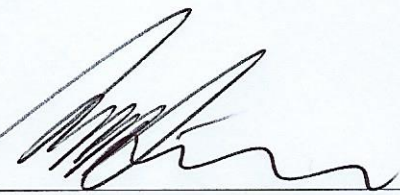
**5.10 Governing law**

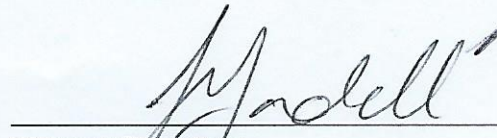
This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.





**EXECUTED AS A DEED**

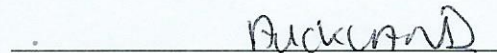
**Signed** by **George Roger Wayne France**  
in the presence of:

  
\_\_\_\_\_  
George Roger Wayne France

  
\_\_\_\_\_  
Witness Signature


  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Occupation

  
\_\_\_\_\_  
Place of residence



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director David Issott

  
\_\_\_\_\_  
Director Yasemin Arik



## **APPENDIX I**

# Deal Protection Deed

Pioneer Capital I Nominees Limited  
(Shareholder)

**InterOperability Bidco, Inc.** (Hg)



## CONTENTS

<b>1</b>	<b>VOTING COMMITMENT</b>	<b>1</b>
1.1	Undertaking to vote in favour	1
1.2	Shareholder acknowledgements	1
1.3	Remedies under the Takeovers Act	2
<b>2</b>	<b>PROHIBITED DEALINGS</b>	<b>2</b>
2.1	Definition of Encumbrance	2
2.2	Prohibited dealings	2
2.3	Permitted dealings	3
2.4	Warranty	3
<b>3</b>	<b>EXPIRY AND TERMINATION</b>	<b>4</b>
3.1	Expiry	4
3.2	Accrued rights and obligations	4
3.3	Obligations not affected by termination	4
<b>4</b>	<b>MUTUAL WARRANTIES</b>	<b>4</b>
4.1	Warranties	4
<b>5</b>	<b>GENERAL</b>	<b>4</b>
5.1	Confidentiality	4
5.2	Relationship	4
5.3	Variation and waiver	5
5.4	No assignment	5
5.5	Costs	5
5.6	Severability	5
5.7	Entire agreement	5
5.8	Counterparts	5
5.9	Compliance with applicable law	5
5.10	Governing law	5



## DEAL PROTECTION DEED

Date: 3 July 2018

## PARTIES

**Pioneer Capital I Nominees Limited** (*Shareholder*)

**InterOperability Bidco, Inc.** (*Hg*)

## BACKGROUND

- A Hg has entered into an Asset Sale and Purchase Agreement (*APA*) with Onyx Developments Limited, a wholly owned subsidiary of Orion Health Group Limited (the *Target*), the Target and others under which Hg has agreed to acquire 75.1% of the Target's Interoperability and 24.9% of the Target's Population Health Management businesses, on or substantially on the terms set out in the market announcement of even date made by the Target, and in any event on terms which imply an enterprise value of the Target of not less than NZ\$255,000,000 , (the *Transaction*).
- B Completion of the Transaction is, among other things, subject to the passing of all of the resolutions to be put to the Target's shareholders at a special shareholders' meeting to approve the Transaction (the *SGM*) as will be set out in the notice of meeting for the SGM (the *Resolutions*).
- C The Shareholder holds 12,316,447 ordinary shares in the Target (such shares, together with any other shares in the Target acquired (directly or indirectly) by the Shareholder after the dated of this Deed, being the *Shareholder's Shares*).
- D The Shareholder irrevocably agrees, subject to the provisions of this Deed, that it will vote in favour of all of the Resolutions in respect of all of the Shareholder's Shares.

**BY THIS DEED** the parties agree as follows:

### 1 VOTING COMMITMENT

#### 1.1 Undertaking to vote in favour

The Shareholder irrevocably agrees and undertakes to attend the SGM (whether in person, by its corporate representative or by proxy) and exercise the Shareholder's voting rights in respect of all of the Shareholder's Shares in favour of all of the Resolutions at the SGM (and at any adjournment of the SGM) (the *Voting Undertaking*).

#### 1.2 Shareholder acknowledgements

Without limiting clause 1.1, the Shareholder acknowledges that:

- (a) Hg has relied on the Voting Undertaking;
- (b) Hg and the Target may refer to the Voting Undertaking, including in any documents prepared by the Target to be sent to Target shareholders in connection with the SGM;



- (c) the execution of this Deed will give Hg a relevant interest (as defined in the Financial Markets Conduct Act 2013) in the Shareholder's Shares;
- (d) Hg is required to immediately disclose that relevant interest, and a copy of this Deed (including the Voting Undertaking), to NZX Main Board and ASX;
- (e) the making of the Voting Undertaking by the Shareholder is conduct in relation to, or conduct that is incidental or preliminary to, a transaction or event that is regulated by the Takeovers Code for the purposes of rule 64 of the Takeovers Code; and
- (f) the failure by the Shareholder to act in a manner consistent the Voting Undertaking is likely to be conduct that is misleading or deceptive for the purposes of rule 64 of the Takeovers Code.

### 1.3 Remedies under the Takeovers Act

The Shareholder acknowledges that if it fails to act in a manner consistent with the Voting Undertaking:

- (a) the Takeovers Panel may make a determination under section 32(3)(b) of the Takeovers Act 1993 that the Takeovers Panel is not satisfied that the Shareholder has acted in compliance with the Takeovers Code; and
- (b) Hg could make an application to the Court for a compensation order under section 33K of the Takeovers Act 1993.

For the avoidance of doubt, the acknowledgement in this clause 1.3 is not intended to limit the rights or remedies of any person under the Takeovers Act 1993.

## 2 PROHIBITED DEALINGS

### 2.1 Definition of Encumbrance

*Encumbrance* includes a charge, mortgage, security interest, lien, option, right of pre-emption, first right of refusal or other adverse interest of any nature.

### 2.2 Prohibited dealings

The Shareholder will not do, or agree to do, directly or indirectly, any of the following:

- (a) sell, transfer, grant or permit an Encumbrance over, or otherwise dispose of, any interest in, or control over, any of the Shareholder's Shares;
- (b) invite, seek, solicit, encourage, initiate or otherwise facilitate any person other than Hg (a *Third Party*) to:
  - (i) acquire any interest in, or control over, any of the Shareholder's Shares;
  - (ii) make, propose or announce:
    - (A) any direct or indirect acquisition of an interest in, or the right to acquire or have a direct or indirect economic interest in, any other person's shares in the Target;



- (B) any direct or indirect acquisition of, or the right to acquire or have a direct or indirect economic interest in, all or a material part of the business and/or assets of the Target and its subsidiaries;
- (C) a transfer of control of the Target or a material part of the business of the Target and its subsidiaries;
- (D) otherwise an acquisition of, or merger with, the Target; or
- (E) any other transaction which could reasonably be expected to be inconsistent with the Transaction or result in Hg abandoning or failing to proceed with the Transaction,

whether by way of an on-market or off-market purchase of shares, stand in the market, takeover offer, scheme of arrangement, capital reduction, buy-back of shares, sale or purchase of assets, share issue (or the issue or grant of options, convertible securities or other rights or entitlements to shares) or other recapitalisation, joint venture, insolvency proceeding, dual-listed company structure (or other synthetic merger) or other transaction or arrangement (a *Prohibited Transaction*);

- (c) provide any information of any nature to a Third Party for the purposes of encouraging or facilitating, or allowing that Third Party to consider, a Prohibited Transaction;
- (d) do any act, matter or thing which is, or which may reasonably be expected to be, inconsistent with the Shareholder's obligations under sub-clause (a) or (b).

### 2.3 Permitted dealings

Clause 2.2 does not prevent:

- (a) the Shareholder from voting in favour of the Resolutions;
- (b) any act, matter or filing undertaken by the Shareholder with Hg's prior written approval; or
- (c) the Shareholder from accepting, in whole or in part, the buy-back of the Target's shares contemplated by the APA.

### 2.4 Warranty

The Shareholder represents and warrants that, as at the date of this Deed, it is not in discussions, directly or indirectly, with any Third Party regarding a Prohibited Transaction.



### 3 EXPIRY AND TERMINATION

#### 3.1 Expiry

This Deed will expire on the earlier of the date on which:

- (a) completion of the Transaction occurs in accordance with the terms of the APA, including successful completion of the buy-back of the Target's shares contemplated by the APA; or
- (b) the APA is terminated in accordance with its terms.

#### 3.2 Accrued rights and obligations

The rights and obligations of each party that accrued prior to the expiry or terminate of this Deed will survive the expiry or termination of this Deed.

#### 3.3 Obligations not affected by termination

The rights and obligations of each party under clause 3.2 and 5 will continue independently from the other obligations of the parties and survive cancellation of this Deed.

### 4 MUTUAL WARRANTIES

#### 4.1 Warranties

Each party represents and warrants to the other that:

- (a) it has the power and authority to enter into, exercise its rights and perform and comply its obligations under, this Deed;
- (b) its obligations are legal, valid and binding and are enforceable against it in accordance with the terms of this Deed.

### 5 GENERAL

#### 5.1 Confidentiality

Each party must treat the existence of this Deed and all information made available by or on behalf of, or at the request of, any party in connection with this Deed as strictly private and confidential until completion of the Transaction. If the Transaction does not proceed, each party must destroy such information or return such information to the disclosing party and must not divulge it to any third party or use it in any way for its own advantage, unless and until:

- (a) the information becomes public knowledge otherwise than by its own disclosure; or
- (b) it is required by law to make the disclosure; or
- (c) the disclosing party has consented in writing to the disclosure.

#### 5.2 Relationship

Nothing in this Deed will create, constitute or evidence any partnership, joint venture, agency, or trust relationship between the parties and neither party will have any authority to act for, or to incur any obligation on behalf of, the other party.



**5.3 Variation and waiver**

This Deed may only be varied in writing signed by the parties. No waiver of any breach, or failure to enforce any provision, of this Deed at any time by either party will in anyway affect, limit or waive that party's right thereafter to enforce and compel strict compliance with the provisions of this Deed.

**5.4 No assignment**

No party will, directly or indirectly, assign, transfer or otherwise dispose of any rights or interests of that party in, or obligations or liabilities under, this Deed.

**5.5 Costs**

The parties will each bear their own costs and expenses incurred in connection with the preparation, negotiation and implementation of this Deed and any documentation pertaining hereto.

**5.6 Severability**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

**5.7 Entire agreement**

This Deed constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter of this Deed and supersedes and cancels all previous agreements and understandings between the parties relating thereto, whether written or oral.

**5.8 Counterparts**

This Deed may be signed in any number of counterparts, including facsimile or scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

**5.9 Compliance with applicable law**

Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

**5.10 Governing law**

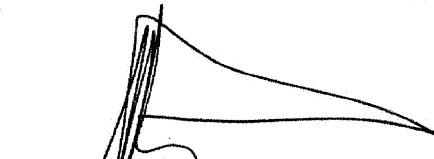
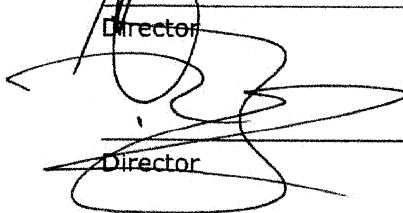
This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Deed and waives any right that party may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.





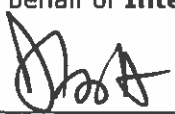
**EXECUTED AS A DEED**

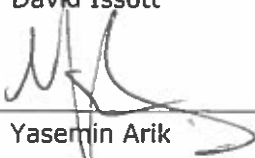
Signed by **Pioneer Capital I Nominees Limited** by:

  
\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director



For and on behalf of **InterOperability Bidco, Inc.** by:

  
\_\_\_\_\_  
Director      David Issott

  
\_\_\_\_\_  
Director      Yasemin Arik