

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

Sections 277 and 278, Financial Markets Conduct Act 2013

To New Zealand Stock Exchange

and

To Pushpay Holdings Ltd (PPH)

Relevant event being disclosed: Change in nature of relevant interest

Date of relevant event: 16 March 2023

Date **this** disclosure made: 16 March 2023

Date **last** disclosure made: 22 September 2022

Substantial product holder(s) giving disclosure

Full Name(s): Accident Compensation Corporation (ACC)

Summary of substantial holding

Class of quoted voting products: Ordinary shares (PPH NZ)

Summary for: Accident Compensation Corporation (ACC)

For **this** disclosure,—

- (a) Total number held in class: 71,047,506
- (b) Total in class: 1,142,371,145
- (c) Total percentage held in class: 6.219%

For **last** disclosure,—

- (a) Total number held in class: 68,666,884
- (b) Total in class: 1,141,144,570
- (c) Total percentage held in class: 6.017%

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure:

On 28 October 2022, PPH and Pegasus Bidco Limited (Bidco) entered into a scheme implementation agreement (the SIA) under which Bidco proposed to acquire all of PPH shares at a price of NZ\$1.34 per share in cash (the Proposed Scheme). An announcement was made by PPH on NZX on 16 March 2023 about PPH and Bidco having agreed to vary the SIA and the terms of the Proposed Scheme (the Revised Scheme).

On 16 March 2023, ACC entered into a voting agreement with Bidco, a copy of which is attached as Appendix 1.

Under the Voting Agreement, ACC has agreed that it will vote all of the PPH shares or voting rights in respect of PPH shares that it holds or controls in favour of the Revised Scheme at the relevant scheme meeting.

The Revised Scheme provides that Bidco proposes to acquire all of the shares in PPH, including those held by ACC. ACC would receive \$1.42 per share.

Details after relevant event

Details for ACC

Nature of relevant interest(s):

Beneficial owner of securities under §235(1)(b) of the Financial Markets Conduct Act with attached voting and disposal rights qualified as per the voting agreement attached to this disclosure as Appendix 1.

For that relevant interest,—

- (a) Number held in class: 71,047,506
- (b) Percentage held in class: 6.219%
- (c) Current registered holder(s): ACC holds 67,598,518 NZX listed shares via New Zealand Central Securities Depository Limited (NZCSD) and 3,448,988 ASX listed shares indirectly via J.P. Morgan Nominees Australia Ltd.
- (d) Registered holder(s) once transfers are registered: unknown

For a derivative relevant interest, also—

- (a) type of derivative: n/a
- (b) details of derivative: n/a
- (c) parties to the derivative: n/a
- (d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: n/a

Additional information

Address of substantial product holder(s):

ACC: Justice Centre, 19 Aitken Street, PO Box 242, Wellington, NZ

Contact details: Matthew Cunliffe +64 4 816 5743 investmentscompliance@acc.co.nz

In accordance with the Financial Markets Authority's Guidance Note: Guidance on Substantial Product Holder Disclosures issued on 27 September 2017, ACC has not made disclosures for employees who manage the financial products of which ACC is the beneficial owner.

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: n/a

Certification

I, Matthew Cunliffe, 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.

Voting Agreement

relating to

the scheme of arrangement in respect of Pushpay Holdings Limited

Accident Compensation Corporation

Shareholder

and

Pegasus Bidco Limited

Bidder

Date 16 March 2023

BELL GULLY

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

This **Agreement** is made on 16 March 2023

between (1) **Accident Compensation Corporation (Shareholder)**

and (2) **Pegasus Bidco Limited (Bidder)**

Introduction

- A. The Bidder entered into a scheme implementation agreement (the **SIA**) with Pushpay Holdings Limited (**Target**) on 28 October 2022, as amended by variation agreements entered into on or before the date of this Agreement, under which the Bidder and Target agreed to implement a scheme of arrangement under Part 15 of the Companies Act 1993 involving the acquisition by the Bidder of all of the shares in Target (the **Scheme**).
- B. The Shareholder holds or controls 71,047,506 ordinary shares in Target.
- C. This Agreement sets out the terms and conditions on which the Shareholder has agreed to vote in favour of the Scheme.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

ASX means ASX Limited or Australian Securities Exchange, as the context requires;

Companies Act means the Companies Act 1993;

Court means the High Court of New Zealand;

Exemption Notice means the Takeovers Code (Voting Agreements for Schemes of Arrangement) Exemption Notice 2020;

NZX means NZX Limited and, where the context requires, the Main Board financial product market that it operates;

Scheme has the meaning given to it in paragraph A of the Introduction;

Scheme Meeting means any meeting of Target Shareholders for the purposes of section 236A(2)(a) of the Companies Act ordered by the Court to be convened under section 236(2)(b) of the Companies Act (and includes any adjourned meeting);

Scheme Plan means the scheme plan in the form set out in the SIA, as amended to reflect this Agreement (including clause 6), which is to be approved by the Court under section 236(1) of the Companies Act;

SIA has the meaning given to it in paragraph A of the Introduction;

Specified Shares means:

- (a) The 71,047,506 Target Shares held or controlled by the Shareholder as at the date of this Agreement; and
- (b) in relation to clauses 2 and 4.2 only, also includes:
 - (i) Voting Rights in respect of Target Shares and any rights relating to the exercise of any voting power acquired under any swap, derivative arrangement, synthetic transaction or other contractual right or interest, in each case held or controlled on or after the date of this Agreement; and
 - (ii) any other Target Shares which the Shareholder acquires or gains control over after the date of this Agreement;

Takeovers Code means the Takeovers Code set out in the Schedule to the Takeovers Regulations 2000;

Target Share means a fully paid ordinary share in the Target;

Target Shareholder means each person who is registered as the holder of a Target Share from time to time; and

Voting Rights has the meaning given in Rule 3 of the Takeovers Code.

1.2 Interpretation

In this Agreement, unless the context otherwise requires or as specifically otherwise stated:

- (a) references to dates and times are to dates and times in New Zealand;
- (b) references to currency are to New Zealand currency;
- (c) headings are for convenience only and do not affect interpretation;
- (d) a reference to a statute or other law is a reference to a New Zealand statute or other law and includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (e) a reference to “including” means “including but not limited to” and “include” and “includes” have corresponding meanings.

2. Voting

The Shareholder agrees it will vote, or will procure that the chairman of the Target is appointed as proxy in respect of Specified Shares and that the chairman is directed to vote, all of the Specified Shares in favour of the resolution to be put to the Target Shareholders at the Scheme Meeting to approve or otherwise facilitate the Scheme.

3. No disposals

The Shareholder agrees that prior to the termination of this Agreement it will not:

- (a) dispose of, or agree to dispose of, or encumber any of the Specified Shares (or any interest in them), other than to the Bidder under the Scheme or any alternative transaction promoted by the Bidder (or a related party of the Bidder) under the SIA;
- (b) dispose of, agree to dispose of or otherwise part with ownership, control or any Voting Rights in respect of Specified Shares; or
- (c) except as required by clause 2, fetter its right to vote any of the Specified Shares.

4. Warranties and acknowledgments

4.1 Mutual

Each party warrants to the other that:

- (a) it has the legal right, authority and full power to enter into this Agreement and to perform its obligations under it;
- (b) it has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Agreement; and
- (c) this Agreement constitutes valid and binding obligations enforceable against it in accordance with its terms.

4.2 Specified Shares

The Shareholder warrants to the Bidder that:

- (a) it holds 71,047,506 Target Shares;
- (b) it controls and has the right to exercise, or control the exercise of, the votes in relation to all of the Specified Shares;
- (c) it controls the disposal of all of the Specified Shares;
- (d) as at the date of this Agreement, the only Voting Rights that it holds or controls in Target are those in respect of the 71,047,506 Target Shares that it holds or controls; and
- (e) that it is a sophisticated institutional investor and is able to assess the risks and implications of entering into this Agreement.

4.3 Nature of arrangement

The parties acknowledge that:

- (a) this Agreement has been concluded on commercial, arms' length terms;
- (b) the Bidder and Shareholder are not acting jointly or in concert and nothing in this Agreement is intended to make them "associates" as defined in section 4 of the Takeovers Code;

- (c) other than as set out in this Agreement, there are no ongoing covenants between the Bidder and Shareholder; and
- (d) the legal relationship between the Bidder and Shareholder will cease on the implementation of the Scheme or termination of the SIA.

4.4 Disclosure of this Agreement

The Bidder acknowledges that, as soon as practicable after both parties sign this Agreement, it must provide a substantial product holder notice to NZX and ASX disclosing that it has a relevant interest in the Specified Shares as a result of this Agreement.

5. Compliance with Exemption Notice

It is acknowledged and agreed that:

- (a) Bidder does not, under this Agreement, become the controller of the Voting Rights attaching to the Target Shares in any way other than in respect of the voting commitment contained in clause 2 of this Agreement;
- (b) the voting commitment under this Agreement relates to a scheme of arrangement that is proposed under the SIA;
- (c) the Bidder is required to, as soon as is reasonably practicable but, in any event, within 1 working day after this Agreement is entered into, provide certain information about this Agreement to the Takeovers Panel and the Target; and
- (d) if the Bidder becomes aware that any information sent under clause (c) has changed, the Bidder is required to, as soon as is reasonably practicable but, in any event, within 1 working day after becoming aware of the change, send notice of the change to the Takeovers Panel and the Target.

6. Bidder undertaking

The Bidder confirms to the Shareholder that, at the time of the entry into this Agreement by all parties, the SIA and Scheme Plan provide that in respect of the 71,047,506 Target Shares held or controlled by the Shareholder as at the date of this Agreement, and any other Target Shares which the Shareholder acquires or gains control over after this Agreement is entered into, the Shareholder will receive consideration of \$1.42 per Target Share. The Bidder also confirms that if a higher consideration per Target Share is offered by the Bidder in the future under the Scheme, the Shareholder will receive it in respect of the Target Shares referred to above.

7. Termination

7.1 Automatic Termination

This Agreement will automatically terminate on the date on which:

- (a) the resolution to approve the Scheme is declared by the Target as having been passed at the Scheme Meeting by the requisite thresholds ordered by the Court under orders applicable to the Scheme Meeting; or
- (b) the SIA is terminated (including under clause 14.9 of the SIA).

7.2 Termination by Bidder

Bidder may terminate this Agreement at any time by written notice to the Shareholder.

7.3 Effect of termination

If this Agreement is terminated under clauses 7.1 or 7.2:

- (a) except for this clause 7.3, this Agreement has no further force and effect; and
- (b) the parties will otherwise be released from their obligations under this Agreement and no party will have any claim against any other party arising under or in connection with such termination except in respect of any breach occurring before termination.

8. General

8.1 Notices

- (a) Each notice or other communication under this Agreement is to be made in writing and sent by personal delivery or by post or electronically to the addressee at the address or email address, and marked for the attention of the person or office holder, from time to time designated for the purpose by the addressee to the other parties. The initial address, email address and relevant person or office holder of each party is set out under its name at the end of this Agreement.
- (b) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice will be deemed to be duly received:
 - (i) if sent by hand when left at the address of the recipient; or
 - (ii) if sent by pre-paid post, three days (if posted within New Zealand to an address in New Zealand) or 10 days (if posted by airmail from one country to another) after the date of posting; or
 - (iii) if sent by email, on the date and time at which it enters the addressee's information system unless a delivery failure notice has been received by the sender, in which case the notice will be deemed not to have been served,

but if a notice is served by hand, or is received by the recipient on a day which is not a business day, or after 5.00 pm on a business day (recipient's local time), the notice is deemed to be duly received by the recipient at 9.00 am on the first business day after that day.

8.2 Compliance with applicable law

Nothing in this Agreement requires any party to do any act, matter or thing in contravention of the Takeovers Code (except as permitted by the Exemption Notice), the Exemption Notice or the conditions attaching thereto, the Overseas Investment Act 2005, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

8.3 Variation and waiver

- (a) This Agreement may only be varied in writing signed by the parties.
- (b) No waiver of any breach, or failure to enforce any provision, of this Agreement at any time by the Bidder or the Shareholder will in any way affect, limit or waive that party's

right thereafter to enforce and compel strict compliance with the provisions of this Agreement.

8.4 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 Agreement.

8.5 Costs

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

8.6 Severability

If any part of this Agreement 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 Agreement, 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.

8.7 Entire agreement

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

8.8 Counterparts

This Agreement may be signed in two or more counterparts (including scanned copies), all of which when taken together shall constitute one and the same instrument and a binding and enforceable agreement between the parties.

8.9 Governing law

This Agreement shall be governed by, and construed in accordance with, New Zealand law, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

Execution

Executed as an agreement.

SIGNED on behalf of **Pegasus
Bidco Limited** by



Director

Ralph James Norris

Print name

Addressee: James Cooney / Amon Nunns

Address: Bell Gully, Level 22, Vero Centre, 48 Shortland Street, Auckland 1010, New Zealand

Email address: james.cooney@bellgully.com / amon.nunns@bellgully.com

With a copy to (which shall not constitute notice): Hmorfis@bghcapital.com

SIGNED on behalf of **Accident
Compensation Corporation** by

Authorised Person

Print name

Addressee: Blair Cooper / William More

Address: Accident Compensation Corporation, Justice Centre, Level 7, 19 Aitken Street. Wellington 6140, New Zealand

Email address: blair.cooper@acc.co.nz / william.more@acc.co.nz

Execution

Executed as an agreement.

SIGNED on behalf of **Pegasus Bidco Limited** by

Director/Authorised Signatory

Director/Authorised Signatory

Print name

Print name

Addressee: James Cooney / Amon Nunns

Address: Bell Gully, Level 22, Vero Centre, 48 Shortland Street, Auckland 1010, New Zealand

Email address: james.cooney@bellgully.com / amon.nunns@bellgully.com

With a copy to (which shall not constitute notice): Hmorfis@bghcapital.com

SIGNED on behalf of **Accident Compensation Corporation** by



Authorised Person

Blair Cooper

Print name

Addressee: Blair Cooper / William More

Address: Accident Compensation Corporation, Justice Centre, Level 7, 19 Aitken Street. Wellington 6140, New Zealand

Email address: blair.cooper@acc.co.nz / william.more@acc.co.nz