

**DIVIDEND
REINVESTMENT
PLAN
OFFER DOCUMENT
2015**

1. Introduction

This document (*Offer Document*) contains the terms and conditions of the Fisher & Paykel Healthcare Corporation Limited (*Fisher & Paykel Healthcare*) Dividend Reinvestment Plan (the *Plan*). Under the Plan, holders of ordinary shares in Fisher & Paykel Healthcare (*Shareholders*) may elect to reinvest the net proceeds of cash dividends payable or credited on all or some of their ordinary shares in Fisher & Paykel Healthcare held at any given time (*Shares*) to acquire further fully paid ordinary shares in Fisher & Paykel Healthcare (*Additional Shares*). This Offer Document has been prepared as at 4 November 2015.

2. The Offer

2.1 OFFER TO ALL SHAREHOLDERS

Subject to clauses 2.3 and 2.4, Fisher & Paykel Healthcare offers to all Shareholders the right to elect to participate in the Plan.

2.2 AVAILABLE OPTIONS

Shareholders may elect to participate in the Plan by exercising one of the following options:

(a) Full Participation

If you elect full participation, participation in the Plan will apply to all of your Shares registered in your name from time to time.

(b) Partial Participation

If you elect partial participation, only the number of Shares nominated by you will participate in the Plan. If you hold less than the nominated number of Shares, then the Plan will apply to such lesser number of Shares.

(c) Non-Participation

If you do not wish to participate and you wish to receive any dividends in cash you are not required to do anything.

2.3 ABILITY TO EXCLUDE OVERSEAS SHAREHOLDERS

(a) Overseas Shareholders

Fisher & Paykel Healthcare may, in its absolute discretion, elect not to offer participation under the Plan to Shareholders whose address is outside New Zealand or Australia if Fisher & Paykel Healthcare considers that to do so would risk breaching the laws of places outside New Zealand or Australia or if it would be unduly onerous to ensure that the laws of

those places are complied with. The Fisher & Paykel Healthcare Board may, in its sole discretion, elect to amend this policy at any time.

(b) Warranty

Any person residing outside New Zealand and Australia who participates in the Plan through a New Zealand or Australian resident nominee will be deemed to represent and warrant to Fisher & Paykel Healthcare that they can lawfully participate through their nominee. Fisher & Paykel Healthcare accepts no responsibility for determining whether a Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.

2.4 EXCLUSION WHERE LIENS OR CHARGES OVER SHARES

Any Shares over which Fisher & Paykel Healthcare has a lien or charge in accordance with Fisher & Paykel Healthcare’s constitution or other requirements of law will not be eligible to participate in the Plan.

3. Method of Participation

3.1 PARTICIPATION ELECTION

To participate in the Plan a Shareholder must either:

- (a) make a participation election online by visiting www.fphcare.com/investor/shareholder-services/check-shareholdings (*Online Election*). Shareholders will be required to log in before participation can be updated; or
- (b) complete the participation notice which accompanies this Offer Document (*Participation Notice*) in accordance with the instructions on that notice and forward the completed Participation Notice to Fisher & Paykel Healthcare Corporation Limited Share Registrar at:

<p>Link Market Services Limited PO Box 91976 Auckland 1142 New Zealand</p>	<p>or</p>	<p>Link Market Services Limited Locked Bag A14 Sydney, NSW 2000 Australia</p>
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or such other person or address as Fisher & Paykel Healthcare may determine.

- (c) Shareholders who subsequently decide that they would like to participate in the Plan can either make an Online Election or complete a Participation Notice (each of which constitutes a *Participation Election*).

A Participation Notice can be requested at any time from Fisher & Paykel Healthcare's Share Registrar at the address above.

(d) If the Participation Election does not indicate the degree of participation, it will be deemed to be an application for full participation if it is otherwise correctly completed.

3.2 PARTICIPATION EFFECTIVE FOR FIRST RECORD DATE

The record date for determining entitlements under the Plan is 5.00pm New Zealand time on the date fixed by Fisher & Paykel Healthcare for determining entitlements to a dividend (*Record Date*). Each Participation Notice will be effective in respect of the first dividend payment after receipt of the Participation Notice, provided it is received on or before the first business day (being a day the NZX Main Board is open for trading) after the Record Date or such later date as may be set by the Fisher & Paykel Healthcare Board and advised to the market (*Election Date*). Participation will be effective as to net proceeds of cash dividends payable or credited on the first Record Date after receipt by Fisher & Paykel Healthcare of a properly completed Participation Notice, or if your Participation Notice is received after a Record Date but before 5.00pm on an Election Date, from the Record Date immediately preceding that Election Date.

4. Additional Share Entitlement

4.1 FORMULA FOR CALCULATION OF ADDITIONAL SHARES

The number of Additional Shares to be issued to a Shareholder who has elected to participate in the Plan (a Participant) in return for a cash dividend will be calculated in accordance with the following formula:

$$N = \frac{PS \times D}{P}$$

WHERE:

N is the number of Additional Shares which the Participant will receive (with fractional entitlements to be rounded to the nearest whole number);

PS is the number of Shares in respect of which an election to participate in the Plan has been made by the Participant at the Record Date (*Participating Shares*);

D is the net proceeds per Share from Fisher & Paykel Healthcare (expressed in cents and fractions of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident Shareholders but excluding any tax credits and after deduction of any resident and non-resident withholding (or other) taxes, if any) of cash dividends paid or credited on that Share and which are to be reinvested under the Plan; and

P is the volume weighted average sale price in New Zealand dollars (expressed in cents and fractions of cents) for a Share calculated on all price setting trades of Shares which took place through the NZX Main Board over a period of 5 trading days immediately following the Record Date. If no sales of Shares occur during those 5 trading days, then the average of the volume weighted average sale price will be deemed to be the sale price for a Share on the first price setting trade of Shares which took place after such trading days as determined by NZX Limited.

Any volume weighted average sale price so determined may be reasonably adjusted by Fisher & Paykel Healthcare to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board, any exceptional or unusual circumstances have artificially affected the volume weighted average sale price so determined, Fisher & Paykel Healthcare may make such adjustment to that sale price as it considers reasonable. The determination of the price of the Additional Shares by the Board, or by some other person nominated by the Board, will be binding on all Shareholders with Participating Shares.

4.2 SHARE PRICE INFORMATION PUBLICLY AVAILABLE

Fisher & Paykel Healthcare will ensure that, at the time the price for the Additional Shares is set under clause 4.1, it will have no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if it was publicly available.

4.3 COMPLIANCE WITH LAWS, LISTING RULES AND CONSTITUTION

(a) The Plan will not operate in relation to a dividend to the extent that the allotment or issue of Additional Shares under the Plan would breach any applicable law, the listing rules of the NZX Main Board or the ASX (together the *Listing Rules*) or any provision of Fisher & Paykel Healthcare's Constitution.

- (b) If and to the extent that the Plan does not operate for such reason in respect of a Participant's Participating Shares, the relevant dividend on Participating Shares will, until such time as the issue is resolved, be paid or distributed in the same manner as to Shareholders not participating in the Plan.

5. Operation Of The Plan

5.1 ISSUE OF ADDITIONAL SHARES

Fisher & Paykel Healthcare will, on the day that a Participant would otherwise have been paid a dividend, issue the Additional Shares to that Participant in accordance with clause 4.

5.2 TERMS OF ISSUE AND RANKING OF ADDITIONAL SHARES

Additional Shares issued to Participants under the Plan will be issued on the terms set out in this Plan, and subject to the rights of termination, suspension and modification set out in clause 8, will not be issued on any other terms and will all be subject to the same rights as each other. The Additional Shares issued to Participants under the Plan will, from the date of issue, rank equally in all respects with each other and with all other Shares of Fisher & Paykel Healthcare on issue as at that date.

6. Source Of Additional Shares

Additional Shares to be acquired by Participants under the Plan may, at the Board's discretion, be:

- (a) new Shares issued by Fisher & Paykel Healthcare;
- (b) existing Shares acquired by Fisher & Paykel Healthcare or a nominee or agent of Fisher & Paykel Healthcare; or
- (c) any combination of (a) and (b) above.

7. Statement To Participants

Subject to clauses 2.3 and 2.4, Fisher & Paykel Healthcare will send to each Participant on each dividend payment date, a statement to that Participant's address or electronic mail address (if the Participant has elected to receive communications electronically) as set out in the Fisher & Paykel Healthcare share register detailing in respect of that Participant:

- (a) the number of the Participating Shares of the Participant as at the Record Date;

- (b) the amount of the cash dividend reinvested in respect of Participating Shares, and the amount paid in respect of Shares not nominated for participation in the Plan (if applicable);
- (c) the amount of any tax deductions or withholding in respect of the cash dividend;
- (d) the issue price and number of Additional Shares issued under the Plan;
- (e) advice as to the amount of any imputation or other taxation credit in respect of the cash dividend; and
- (f) such other matters required by law with respect to dividends and/or reinvestment.

8. Termination, Suspension and Modification

8.1 THE BOARD'S DISCRETION

The Board of Fisher & Paykel Healthcare may, in its sole discretion, at any time:

- (a) terminate, suspend or modify the Plan. If the Plan is modified, then a Participation Election will be deemed to be a Participation Election under the Plan as modified unless that Participation Election is varied or terminated by the Participant in accordance with clause 8.3; or
- (b) resolve that participation will not apply to the whole or part of any dividend and that the applicable part will be paid in cash; or
- (c) resolve that in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of shares, that a Participation Election will be deemed to be a Participation Election in respect of the shares as subdivided, consolidated or reclassified unless such Participation Election is subsequently changed or withdrawn by the Participant; or
- (d) resolve that a Participation Election will cease to be of any effect; or
- (e) determine that Additional Shares may be issued at a discount to the market price of Shares.

8.2 PRIOR NOTICE

Notice of any modification or termination by Fisher & Paykel Healthcare will be given to all Participants by sending written notification of that modification or termination to Shareholders' addresses or electronic mail addresses (if Shareholders have elected to receive

communications electronically) as set out in the Fisher & Paykel Healthcare share register, unless Fisher & Paykel Healthcare:

- (a) modifies or terminates the Plan to comply with any applicable law, the Listing Rules or any provision of Fisher & Paykel Healthcare's Constitution; or
- (b) makes minor amendments to the Plan where such amendments are of an administrative or procedural nature, in which case no notice need be given.

8.3 VARIATION OR TERMINATION BY A PARTICIPANT

A Participant may, at any time:

- (a) increase or decrease the number of Participating Shares by either updating an Online Election or by completing and sending a new Participation Notice to Fisher & Paykel Healthcare's Share Registrar; or
- (b) terminate the Participant's participation in the Plan by written notice to that effect to Fisher & Paykel Healthcare's Share Registrar.

Such variation or termination will take effect immediately upon receipt by Fisher & Paykel Healthcare's Share Registrar of the new Participation Election or the written termination notice, as the case may be. To be effective for a forthcoming dividend payment, the notice of variation or termination must be received by Fisher & Paykel Healthcare on or before the relevant Election Date. Written notice of the variation or termination should be sent to Fisher & Paykel Healthcare's Share Registrar at the address above.

8.4 DEATH OF PARTICIPANT

If a Participant dies, participation by that Participant will cease upon receipt by Fisher & Paykel Healthcare's Share Registrar of a notice of death in a form acceptable to Fisher & Paykel Healthcare. To be effective for a forthcoming dividend payment, the notice of death must be received by Fisher & Paykel Healthcare on or before the relevant Election Date. Death of one of two or more joint Participants will not automatically terminate participation.

9. Reduction or Termination of Participation Where No Notice Given

9.1 DISPOSITIONS WHERE PARTIAL PARTICIPATION

Where a Participant in respect of some but not all its Shares, disposes of some of its Shares then, unless the Participant notifies Fisher & Paykel Healthcare otherwise in writing:

- (a) the Shares disposed of will be the Participant's non-participating Shares; and
- (b) if the number of Shares disposed of is greater than the number of the Participant's Shares not nominated for participation in the Plan, the balance will be attributed to Participating Shares.

9.2 PARTIAL DISPOSITIONS WHERE FULL PARTICIPATION

If a Participant with full participation disposes of part of its holding of Shares without giving Fisher & Paykel Healthcare written notice terminating the Participant's participation in the Plan, the Participant will be deemed to have terminated its participation in the Plan with respect to the Shares disposed of by it from the date Fisher & Paykel Healthcare registers a transfer of those Shares.

9.3 DISPOSITIONS OF ALL OF SHARES

If a Participant disposes of all of its holding of Shares without giving Fisher & Paykel Healthcare's Share Registrar written notice terminating the Participant's participation in the Plan in accordance with clause 8.3(b), the Participant will be deemed to have terminated participation in the Plan from the date Fisher & Paykel Healthcare registers a transfer of those Shares.

10. Taxation

For New Zealand tax purposes, shareholders who reinvest the net proceeds of their cash dividends to acquire further Shares via participation in the Plan should be treated in the same way as if they had not participated. This means that Shareholders who participate in the Plan should derive dividend income of the same amount that they would have derived had they not participated. The taxation summary above is based on New Zealand taxation laws as at the date of this Offer Document and is, of necessity, general. It does not take into account the circumstances of individual Shareholders and the specific tax consequences to them of participation or non-participation in the Plan, which may vary considerably. Shareholders (both New Zealand and non-resident Shareholders) should not rely on this general summary but should seek their own tax advice. Fisher & Paykel Healthcare does not accept any responsibility for the financial or taxation effects of a Shareholder's participation or non-participation in the Plan.

11. Costs

There are no charges for participation or withdrawal from the Plan. No brokerage costs will be incurred on the issue of Additional Shares.

12. Stock Exchange Listings

The Plan is subject to the Listing Rules and in the event of any inconsistency between the Plan and the Listing Rules, the Listing Rules will apply. The NZX Main Board is a licensed market operated by NZX Limited, which is a licensed exchange, regulated under the Financial Markets Conduct Act 2013. ASX is not a registered market under the Financial Markets Conduct Act 2013.

13. Governing Law

This Offer Document and the Plan, and its operation, will be governed by the laws of New Zealand.

14. Other Information

A copy of Fisher & Paykel Healthcare's most recent Annual Report and most recent financial statements (and any auditor's report on those financial statements) are available to Shareholders free of charge by writing to:

The Company Secretary
Fisher & Paykel Healthcare Corporation Limited
PO Box 14 348
Panmure
Auckland 1741
New Zealand

or an electronic copy can be downloaded from Fisher & Paykel Healthcare's website at www.fphcare.com.

Further information about Fisher & Paykel Healthcare, including its current dividend policy, can be found on its website, www.fphcare.com.

Participation Form

Do not complete this form if you wish to continue to receive in cash any dividends declared.

A Dividend Reinvestment Plan operates for your Fisher & Paykel Healthcare Corporation Limited (*Fisher & Paykel Healthcare*) Shares. Full details of the Plan are set out in the Offer Document dated 4 November 2015 accompanying this form. If you wish to reinvest all or part of your Fisher & Paykel Healthcare dividends, complete and return this form in the enclosed reply paid envelope. Capitalised terms not otherwise defined in this Participation Form have the meaning given to them in the Offer Document.

Name(s): _____

Address: _____

Holder Number: _____ **Daytime phone:** () _____

In terms of Fisher & Paykel Healthcare's Dividend Reinvestment Plan, I/we wish to participate in the Plan and request:
(Choose one alternative only)

OPTION 1: Full participation in the Plan for all my Shares I/we may hold from time to time.

OR

OPTION 2: Partial participation in the Plan, for the number of Shares stated. Please specify number of Shares: _____

Joint holders must each sign. Companies must execute by an authorised officer or attorney. If signed by an attorney, a non-revocation declaration must accompany this form, and the relevant authority must either have been exhibited previously to the Registrar or accompany this form.

I/We acknowledge that I/we have received and read a copy of the Offer Document. I/We agree to be bound by the terms and conditions of the Fisher & Paykel Healthcare Dividend Reinvestment Plan set out in the Offer Document dated 24 May 2012 and this form. I/We hereby direct that the net proceeds of all cash dividends I am/we are entitled to be paid or credited in respect of my/our Participating Shares be applied towards the purchase of Additional Shares in accordance with the Plan.

Signature of Shareholder(s):

_____ **date:** _____ / _____ / _____

_____ **date:** _____ / _____ / _____

_____ **date:** _____ / _____ / _____

Participation will commence in respect of the first dividend payment after receipt by the Registrar of this Participation Form, correctly completed, provided it is received on or before the first business day (being a day the NZX Main Board is open for trading) after the Record Date or such later date as may be set by the Fisher & Paykel Healthcare Board and advised to the market.

Participation will continue to apply until varied or terminated by written notice, in accordance with the terms and conditions of the Plan.

This Participation Form may be returned at any time to the Registrar by one of the methods below:

By post (New Zealand):

Fisher & Paykel Healthcare Corporation Limited
C/- Link Market Services Limited
PO Box 91976
Auckland 1142

By post (Australia):

Fisher & Paykel Healthcare Corporation Limited
C/- Link Market Services Limited
Locked Bag A14, Sydney
Level 12, 680 George Street
Sydney NSW 1235
Australia

Scan and email:

enquiries@linkmarketservices.co.nz
(Please put F&P Healthcare DRP in the subject line for easy identification)

By fax:

+64 9 375 5990