

MALLESONS STEPHEN JAQUES

NIB Holdings Limited Deed Poll

Dated 31 May 2007

NIB Holdings Limited

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NIB Holdings Limited Deed Poll

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Details

Interpretation – definitions are at the end of the General terms

This deed is made on [•] 2007

By NIB Holdings	Name	NIB Holdings Limited (“NIB Holdings”)
	ACN	125 633 856
	Address	380-384 Hunter Street Newcastle NSW 2300
	Attention	Company Secretary

In favour of	Each Company Member
	Each Eligible Policyholder
	NIB Health Funds

Recitals	A	The directors of NIB Health Funds have proposed the Eligible Policyholders’ Scheme and the Company Members’ Scheme.
	B	NIB Holdings is entering into this deed for the purpose of covenanting in favour of the Policyholders and the Company Members to perform the steps attributed to it under the Demutualisation Schemes.

NIB Holdings Limited Deed Poll

General terms

1 Conditions

NIB Holdings' obligations under this deed are subject to the satisfaction of the conditions in clause 2.1 of the Policyholders' Scheme and clause 2.1 of the Company Members' Scheme.

2 Termination

2.1 Automatic termination

This deed will terminate automatically if either the conditions in clause 2.1 of the Policyholders' Scheme or clause 2.1 of the Company Members' Scheme are not satisfied on or before the End Date.

2.2 Consequences of termination

If this deed is terminated under clause 2.1 ("Automatic termination"), NIB Holdings is released from its obligations to further perform this deed, without prejudice to any other rights, powers or remedies.

3 Issue of NIB Holdings Shares

3.1 Issue of NIB Holdings Shares

On the Demutualisation Date, NIB Holdings will issue NIB Holdings Shares to each Eligible Policyholder in accordance with the Policyholders' Scheme.

3.2 Discharge of obligation to issue

The obligation of NIB Holdings to issue the relevant NIB Holdings Shares will be discharged by NIB Holdings:

- (a) in respect of each Overseas Policyholder:
 - (i) issuing the NIB Holdings Shares to which the Overseas Policyholder is entitled to the Trustee to be held on trust for the Overseas Policyholder in accordance with the Trust Deed; and
 - (ii) as soon as practicable after the Demutualisation Date, procuring the entry of the Trustee's name in the NIB Holdings Register and the dispatch of an uncertificated holding statement to the Trustee, with respect to the shareholding of the Overseas Policyholder;
- (b) in respect of each Unverified Policyholder:

- (i) issuing the NIB Holdings Shares to which the Unverified Policyholder is entitled to the Trustee to be held on trust for the Unverified Policyholder in accordance with the Trust Deed; and
 - (ii) as soon as practicable after the Demutualisation Date, procuring the entry of the Trustee's name in the NIB Holdings Register and the dispatch of an uncertificated holding statement to the Trustee, with respect to the Unverified Policyholder; and
- (c) in respect of each other Eligible Policyholder:
- (i) issuing the NIB Holdings Shares to which the Eligible Policyholder is entitled to that Eligible Policyholder; and
 - (ii) as soon as practicable after the Demutualisation Date, procuring the entry of the Eligible Policyholder's name in the NIB Holdings Register and the dispatch of an uncertificated holding statement to the Eligible Policyholder, with respect to that shareholding.

4 Subscription for NIB Health Funds Shares

On the Conversion Date, NIB Holdings will subscribe for five NIB Health Funds Shares for an aggregate price of \$5.00.

5 Capital Reduction Resolution

NIB Holdings undertakes to vote in favour of the Capital Reduction Resolution.

6 Other obligations of NIB Holdings

NIB Holdings covenants in favour of each Eligible Policyholder to perform the steps attributed to it under, and otherwise to comply with, the Demutualisation Schemes as if it were a party to the Demutualisation Schemes.

7 Warranties

NIB Holdings represents and warrants that:

- (a) it is a company validly existing under the laws of Victoria;
- (b) it has the corporate power to enter into and perform its obligations under this deed and to carry out the transactions contemplated by this deed; and
- (c) it has taken all necessary corporate action to authorise its entry into this deed and has taken or will take all necessary corporate action to

authorise the performance of this deed and to carry out the transactions contemplated by this deed.

8 Continuing obligations

This deed is irrevocable and remains in full force and effect until:

- (a) NIB Holdings has fully performed its obligations under this deed; or
- (b) earlier termination of this deed under clause 2 (“Termination”).

9 Notices

9.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by the person making the communication or by a person duly authorised by that person and marked, it to be sent to NIB Holdings by a beneficiary of this deed, for the attention of the person notified in the Details, or if the recipient has notified otherwise, then marked for attention in the way last notified.

9.2 Delivery

They must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if from overseas) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details.

9.3 When effective

They take effect from the time they are received unless a later time is specified.

9.4 Receipt - post

If sent by post, they are taken to be received seven days after posting unless provided otherwise.

9.5 Receipt - fax

If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

9.6 Receipt - general

Despite clauses 9.4 (“Receipt - post”) and 9.5 (“Receipt - fax”), if they are received after 5.00pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9.00am on the next Business Day.

10 General

10.1 Stamp duty

NIB Holdings will pay all stamp duties and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed.

10.2 Waiver

A failure to exercise a right or remedy arising under this deed fully or at a given time does not result in a waiver of that right or remedy. This clause 10.2 (“Waiver”) may not be waived except in writing.

10.3 Variation

A provision of this deed may not be varied unless the variation is agreed to in writing by NIB Holdings and is approved by the Court, in which event NIB Holdings will enter into a further deed in favour of the Eligible Policyholders giving effect to the amendment.

10.4 Cumulative rights

The rights and remedies of NIB Holdings, NIB Health Funds, the Company Members and the Eligible Policyholders under this deed are in addition to other rights and remedies given by law independently of this deed.

10.5 Assignment

The rights and obligations of NIB Holdings and NIB Health Funds and the rights of each Eligible Policyholder and each Company Member under this deed are personal and must not be assigned or otherwise dealt with.

10.6 Further steps

NIB Holdings will promptly do all things and execute all further documents necessary to give effect to this deed.

10.7 Governing law and jurisdiction

This deed is governed by the laws of New South Wales, Australia. NIB Holdings irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

11 Nature of deed poll

NIB Holdings acknowledges that:

- (a) this deed may be relied on and enforced by any Eligible Policyholder and Company Member or NIB Health Funds in accordance with its terms even though the Eligible Policyholders, Company Members and NIB Health Funds are not party to it; and

- (b) under the Demutualisation Schemes, each Eligible Policyholder appoints the NIB Health Secretary as its agent and attorney to enforce this deed against NIB Holdings.

12 Definitions and interpretation

12.1 Definitions in Demutualisation Schemes

Words and phrases defined in the Demutualisation Schemes have the same meaning in this deed.

12.2 Additional definition

In this deed **NIB Holdings Register** means the register of shareholders of NIB Holdings.

12.3 Interpretation

Clause 1.2 (“Interpretation”) of the Policyholders’ Scheme is included in this deed as if set out in full in this deed.

EXECUTED as a deed poll

NIB Holdings Limited Deed Poll

Signing page

DATED: 31 May 2007

EXECUTED by **NIB HOLDINGS**)
LIMITED in accordance with section)
127(1) of the Corporations Act 2001)
(Cwlth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)