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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

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**Date of Report (Date of earliest event reported): October 1, 2015**

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**WRIGHT MEDICAL GROUP N.V.**

(Exact name of registrant as specified in its charter)

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**The Netherlands**  
(State or other jurisdiction  
of incorporation)

**1-35065**  
(Commission  
File Number)

**98-0509600**  
(I.R.S. Employer  
Identification No.)

**Prins Bernhardplein 200**  
**1097 JB Amsterdam**  
**The Netherlands**  
(Address of principal executive offices)

**None**  
(Zip Code)

**(+ 31) 20 675-4002**  
(Registrant's telephone number, including area code)

**Tornier N.V.**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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*Introductory Note*

On October 1, 2015, Tomier N.V., a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands (“Tomier”), and Wright Medical Group, Inc., a Delaware corporation (“Wright”), completed their previously announced merger. Pursuant to the terms of the Agreement and Plan of Merger, dated as of October 27, 2014 (the “Merger Agreement”), by and among Tomier, Wright, Trooper Holdings Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Tomier (“Holdco”), and Trooper Merger Sub Inc., a Delaware corporation and an indirect, wholly-owned subsidiary of Tomier (“Merger Sub”), Merger Sub merged with and into Wright (the “Merger”), with Wright continuing as the surviving company and an indirect, wholly-owned subsidiary of Tomier following the transaction. Upon completion of the Merger, Tomier was renamed “Wright Medical Group N.V.”

At the effective time and as a result of the Merger, each share of Wright common stock issued and outstanding immediately prior to the effective time of the Merger was converted into the right to receive 1.0309 Tomier ordinary shares. No fractional shares were issued as a result of the Merger. Any Wright shareholder who would otherwise be entitled to receive a fraction of a Tomier ordinary share pursuant to the Merger will be paid an amount in cash determined in accordance with the amount of their fractional share interest, instead of such fractional share. In addition, at the effective time and as a result of the Merger, all outstanding options to purchase shares of Wright common stock and other equity awards based on Wright common stock, which were outstanding immediately prior to the effective time of the Merger, became immediately vested and converted into and became, respectively, options to purchase Tomier ordinary shares and with respect to all other Wright equity awards, awards based on Tomier ordinary shares, in each case, on terms substantially identical to those in effect prior to the effective time of the Merger, except for the vesting requirements and adjustments to the underlying number of shares and the exercise price based on the exchange ratio used in the Merger and other adjustments as provided in the Merger Agreement.

In connection with the Merger, Tomier issued 53,080,978 ordinary shares. The issuance of Tomier ordinary shares in connection with the Merger was registered under the United States Securities Act of 1933, as amended (the “Securities Act”), pursuant to a registration statement on Form S-4 (File No. 333-201175) filed with the United States Securities and Exchange Commission (the “SEC”) and declared effective on May 11, 2015. The joint proxy statement/prospectus included in the registration statement contains additional information about the Merger.

The foregoing summary description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which was filed as Exhibit 2.1 to the current report on Form 8-K filed by Tomier with the SEC on October 27, 2014 and is incorporated herein by reference.

The foregoing summary description of the Merger Agreement and the copy of the Merger Agreement filed as an exhibit to this report are intended to provide information regarding the terms of the Merger Agreement and are not intended to modify or supplement any factual disclosures about Tomier or Wright in its public reports filed with the SEC. In particular, the Merger Agreement and related summary are not intended to be, and should not be relied upon as, disclosures regarding any facts and circumstances relating to Tomier or Wright. The Merger Agreement includes customary representations, warranties and covenants of Tomier, Holdco, Merger Sub and Wright made solely for the benefit of the parties to the Merger Agreement. The assertions embodied in those representations and warranties were made solely for purposes of the contract among Tomier, Holdco, Merger Sub and Wright and may be subject to important qualifications and limitations agreed to by Tomier, Holdco, Merger Sub and Wright in connection with the negotiated terms. Moreover, some of those representations and warranties may not

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be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to Tomier's and Wright's SEC filings or may have been used for purposes of allocating risk among Tomier, Holdco, Merger Sub and Wright rather than establishing matters as facts. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts of Tomier, Merger Sub and Wright or any of the respective subsidiaries or affiliates.

**Item 1.02. Termination of a Material Definitive Agreement.**

In connection with the consummation of the Merger, on October 1, 2015, Tomier and Tomier, Inc., a Delaware corporation, and an indirect, wholly-owned subsidiary of Tomier and Tomier's primary U.S. operating subsidiary, terminated all commitments and repaid approximately \$81.2 million in outstanding indebtedness, which constituted all amounts outstanding under the Credit Agreement, dated as of October 4, 2012, by and among Tomier, Tomier, Inc., Bank of America, N.A., as Administrative Agent, SG Americas Securities, LLC, as Syndication Agent, BMO Capital Markets and JPMorgan Chase Bank, N.A., as Co-Documentation Agents, Merrill Lynch, Pierce, Fenner & Smith Incorporated and SG Americas Securities, LLC, as Joint Lead Arrangers and Joint Bookrunners, and the other lenders party thereto (the "Credit Agreement"). The credit facility under the Credit Agreement included a senior secured revolving credit facility to Tomier Inc. denominated at the election of Tomier Inc., in U.S. dollars, Euros, pounds sterling, and yen, in an aggregate principal amount of up to the U.S. dollar equivalent of \$30.0 million. In addition to the senior secured revolving credit facility, the Credit Agreement provided for an aggregate credit commitment to Tomier Inc. of \$125.0 million, consisting of: (1) a senior secured term loan facility to Tomier Inc. denominated in U.S. dollars in an aggregate principal amount of up to \$85.0 million; and (2) a senior secured term loan facility to Tomier Inc. denominated in Euros in an aggregate principal amount of up to the U.S. dollar equivalent of \$40.0 million. The senior secured term loan facility denominated in Euros was repaid in full during 2013. As of June 28, 2015, Tomier had \$73.7 million in outstanding term debt under the Credit Agreement and an outstanding balance under the line of credit of \$7.0 million. Tomier did not incur any early termination penalties in connection with such repayment and termination.

**Item 2.01. Completion of Acquisition or Disposition of Assets.**

The information contained in the Introductory Note above is incorporated herein by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

*Convertible Senior Notes*

As a result of the Merger, all of the outstanding indebtedness of Wright will become the obligation of Wright N.V. As of the closing date, Wright had outstanding \$632.5 million aggregate principal amount of 2.00% Cash Convertible Senior Notes due 2020 (the "2020 Notes") pursuant to an indenture, dated as of February 13, 2015 between Wright and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "2020 Notes Indenture") and \$60.0 million aggregate principal amount of 2.00% Convertible Senior Notes due 2017 (the "2017 Notes") pursuant to an indenture, dated as of August 31, 2012 between Wright and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "2017 Notes Indenture").

Within 90 days of the effective time of the Merger, Wright N.V. is obligated to execute a supplemental indenture, fully and unconditionally guaranteeing, on a senior unsecured basis, Wright's obligations relating to the \$632.5 million aggregate principal amount of 2020 Notes.

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At the effective time and as a result of the Merger, (i) all calculations and other determinations with respect to the 2020 Notes previously based on references to Wright common stock shall be calculated or determined by reference to Wright N.V. ordinary shares, and (ii) the Conversion Rate (as defined in the 2020 Notes Indenture) for the 2020 Notes will initially be equal to 33.39487 Wright N.V. ordinary shares (subject to adjustment as provided in the 2020 Notes Indenture) per \$1,000 principal amount of the 2020 Notes (subject to, and in accordance with, the settlement provisions of the 2020 Notes Indenture).

A description of the other terms and other features of the 2020 Notes and the 2020 Notes Indenture is included in Wright's current report on Form 8-K filed with the SEC on February 13, 2015 and is incorporated by reference herein. A description of the terms and other features of the 2017 Notes and the 2017 Notes Indenture is included in Wright's current report on Form 8-K filed with the SEC on August 28, 2012 and is incorporated by reference herein.

#### *Contingent Value Rights*

Pursuant to the terms of the Merger Agreement and the Assignment and Assumption Agreement between Wright, Wright N.V. and American Stock Transfer & Trust Company, LLC, as trustee (the "Trustee") dated as of October 1, 2015, at the effective time of the Merger, Wright N.V. assumed all of Wright's rights and obligations with respect to Wright's contingent value rights ("CVRs") in accordance with the Contingent Value Rights Agreement between Wright and the Trustee, dated as of March 1, 2013 (the "CVR Agreement"). A copy of the Assignment and Assumption Agreement was filed as Exhibit 4.1 to the Registration Statement on Form 8-A filed by Wright with the SEC on October 1, 2015 and is incorporated herein by reference.

Wright issued the CVRs as part of the merger consideration in connection with its acquisition of BioMimetic Therapeutics, Inc. ("BioMimetic"). In connection with its assumption of the CVR Agreement, Wright N.V. will be subject to all of the obligations of Wright outlined in the CVR Agreement. Each CVR entitles its holder to receive the following payments upon achievement of the following milestones: (1) receipt by Wright or its affiliates of the first FDA Approval of AUGMENT Bone Graft based on its pre-market approval application no. 100006 submitted to the FDA on June 28, 2012 (the "Approval Milestone"), (2) certain product sales milestones, as described in the CVR Agreement, relating to products containing technology owned or controlled by BioMimetic prior to the original execution of the CVR Agreement. The Approval Milestone was achieved as of September 1, 2015, and, as a result \$3.50 in cash per CVR was paid by Wright on September 30, 2015 to holders of record as of September 25, 2015.

The foregoing summary description of the CVR Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the CVR Agreement, a copy of which was filed as Exhibit 10.1 to the current report on Form 8-K filed by Wright with the SEC on March 1, 2013 and is incorporated herein by reference.

#### **Item 5.01. Changes in Control of Registrant.**

Immediately after the closing of, and giving effect to, the Merger, former Tomier shareholders own approximately 48% of Wright N.V. on a fully diluted basis and former Wright stockholders own approximately 52% of Wright N.V. on a fully diluted basis.

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The information about the Merger in Item 2.01 and Item 5.02 of this report is incorporated herein by reference.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Director Resignations*

As previously announced, Alain Tornier and Richard B. Emmitt resigned as non-executive directors of Wright N.V. on October 1, 2015, effective as of the effective time of the Merger. Their resignations were in connection with the Merger and not the result of any disagreement with Tornier or Wright N.V. on any matter relating to Tornier's or Wright N.V.'s operations, policies or practices.

*Named Executive Officer Resignations*

As previously announced, Shawn McCormick, Tornier's Chief Financial Officer, and Kevin M. Klemz, Tornier's Senior Vice President, Chief Legal Officer and Secretary, resigned as officers of Wright N.V. on October 1, 2015, effective as of the effective time of the Merger.

*Appointment of Officers*

As previously announced, the Board of Directors of Wright N.V. appointed the following officers of the combined company on October 1, 2015, effective as of the effective time of the Merger:

- Robert J. Palmisano, former President and Chief Executive Officer of Wright, became President and Chief Executive Officer of Wright N.V.
- David H. Mowry, former President and Chief Executive Officer of Tornier, became Executive Vice President and Chief Operating Officer of Wright N.V.
- Lance A. Berry, former Senior Vice President and Chief Financial Officer of Wright, became Senior Vice President and Chief Financial Officer of Wright N.V.

Biographical and other information regarding Mr. Palmisano and Mr. Mowry can be found in the definitive joint proxy statement/prospectus for the extraordinary general meeting of shareholders of Tornier held on June 18, 2015 (the "Extraordinary General Meeting"), as filed by Tornier with the SEC on May 12, 2015 under "Tornier Voting Proposal No. 6—Appointment of Directors—Additional Information About Executive Director Nominees" and "Certain Relationships and Related Transactions regarding Tornier."

Lance A. Berry, age 43, served as Wright's Senior Vice President and Chief Financial Officer since 2009. He joined Wright in 2002, and, until his appointment as Chief Financial Officer, served as Vice President and Corporate Controller. Prior to joining Wright, Mr. Berry served as audit manager with the Memphis, Tennessee office of Arthur Andersen LLP from 1995 to 2002. Mr. Berry is a certified public accountant, inactive.

*Appointment of Directors*

As previously announced and as previously approved by Tornier's shareholders at the Extraordinary General Meeting held on June 18, 2015, upon completion of the Merger and pursuant to the terms of the Merger Agreement, the Board of Directors of Wright N.V. consists of ten directors, including two executive directors and eight non-executive directors.

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The two executive directors are Robert J. Palmisano and David H. Mowry. The eight non-executive directors are: Gary D. Blackford, Sean D. Carney, John L. Miclot, Kevin C. O'Boyle, Amy S. Paul, David D. Stevens, Richard F. Wallman and Elizabeth H. Weatherman. In each case, Tornier's shareholders, pursuant to a proposal submitted to the general meeting of shareholders at the Extraordinary General Meeting, appointed these directors effective as of the effective time of the Merger to serve until the next annual general meeting of shareholders or until their respective successors are elected and qualified. Information regarding these individuals, including their biographical information, can be found in the definitive joint proxy statement/prospectus for the Extraordinary General Meeting, as filed by Tornier with the SEC on May 12, 2015 under "*Tornier Voting Proposal No. 6—Appointment of Directors—Additional Information About Executive Director Nominees*," "*Tornier Voting Proposal No. 6—Appointment of Directors—Additional Information About Non-Executive Director Nominees*" and "*Certain Relationships and Related Transactions regarding Tornier*."

Upon completion of the Merger, the Board of Directors of Wright N.V. appointed the following directors to the following Board committees, effective immediately:

*Audit Committee*

Richard F. Wallman, Chair  
Kevin C. O'Boyle  
Gary D. Blackford

*Compensation Committee*

Sean D. Carney, Chair  
John L. Miclot  
Elizabeth H. Weatherman

*Nominating, Corporate Governance and Compliance Committee*

Amy S. Paul, Chair  
Sean D. Carney  
David D. Stevens  
Elizabeth H. Weatherman

Each of the directors and officers of Wright N.V. are expected to enter into a standard indemnification agreement, a copy of which is filed as Exhibit 10.1 to this report and is incorporated herein by reference.

*Assumption of Wright Equity Plans and Stock Options*

The information in the Introductory Note relating to the equity awards of Wright outstanding as of the effective time is incorporated herein by reference.

At the effective time of the Merger, Wright N.V. assumed the duties, obligations and liabilities of Wright under the Wright Medical Group, Inc. Fifth Amended and Restated 1999 Equity Incentive Plan and the Wright Medical Group, Inc. Second Amended and Restated 2009 Equity Incentive Plan.

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*Wright Medical Group N.V. Amended and Restated 2010 Incentive Plan*

At the effective time of the Merger, certain amendments to the Tornier N.V. Amended and Restated 2010 Incentive Plan became effective, including a change in the name of the plan to the “Wright Medical Group N.V. Amended and Restated 2010 Incentive Plan,” an increase in the number of ordinary shares available for issuance, and revisions to provide for the issuance of awards under the plan that qualify for the “performance based compensation” exception to Section 162(m) of the Internal Revenue Code of 1986, as amended. The amendments were reflected in an amended and restated version of the plan, which was approved by Tornier’s shareholders at the Extraordinary General Meeting held on June 18, 2015, subject to and effective upon completion of the Merger. A copy of the Wright Medical Group N.V. Amended and Restated 2010 Incentive Plan was filed as Exhibit 10.2 to a current report on Form 8-K filed by Tornier with the SEC on June 19, 2015 and is incorporated herein by reference.

*Resignation Agreements with Former Named Executive Officers of Tornier*

On October 1, 2015, immediately prior to the completion of the Merger, Tornier, through its wholly owned subsidiary, entered into a resignation agreement with Shawn McCormick, Tornier’s Chief Financial Officer, and Kevin M. Klemz, Tornier’s Senior Vice President, Chief Legal Officer and Secretary. The purpose of the resignation agreements is to provide for:

- the resignation of Messrs. McCormick and Klemz as officers effective as of the effective time of the Merger and as employees effective as of the end of a three-month transition period after the Merger;
- payments and benefits to which the former officers are entitled under their existing employment agreements as a result of the termination of their employment;
- limited additional payments and benefits described below which the former officers will receive upon their execution of a release of claims on the last day of their employment; and
- other provisions standard and customary in this type of agreement.

With respect to the payments and benefits, the resignation agreements provide that:

- the former officers will receive no change to their base salary during the transition period of time after the merger during which they will remain employees;
- the former officers will not receive any future equity grants;
- the former officers’ change in control payments (which are equal to one year base salary and full target annual bonus) will be paid in one lump sum within 15 days of the termination date and required health insurance benefits will be provided after the termination date in accordance with the terms of their employment agreements;
- the former officers will receive a pro-rated pre-Merger annual bonus calculated under the terms of Tornier’s annual bonus plan; and
- the former officers will receive a pro-rated post-Merger annual bonus calculated under the terms of Wright N.V.’s post-Merger annual bonus plan and based on the former officers’ current incentive target pursuant to the terms thereof.

In addition, the resignation agreement for Mr. McCormick provides that after the termination of his employment, he will serve as an independent consultant for nine months in exchange for a consulting fee of \$1,000 per month.

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The foregoing description of the resignation agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the resignation agreements, copies of which are filed as Exhibits 10.2 and 10.3 to this report and are incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

Pursuant to the terms of the Merger Agreement, at the effective time of the Merger, Wright N.V.'s articles of association were amended as follows:

- Article 2.1 of the articles of association was amended to change the name of the company from "Tomier N.V." to "Wright Medical Group N.V."; and
- Article 4.1 of the articles of association was amended to increase Wright N.V.'s authorized capital from €5,250,000 to €9,600,000 and to increase its authorized number of ordinary shares from 175 million to 320 million.

Tomier's shareholders approved these amendments at the Extraordinary General Meeting held on June 18, 2015. A copy of the deed of amendment to Wright N.V.'s articles of association incorporating these amendments is filed as Exhibit 3.1 to this report and is incorporated herein by reference. A copy of the full articles of association incorporating these amendments is filed as Exhibit 3.2 to this report and is incorporated herein by reference.

**Item 8.01 Other Events.**

On October 1, 2015, Tomier, Inc. and Tomier SAS, both wholly-owned subsidiaries of Wright N.V., completed the transactions contemplated by the previously announced Asset Purchase Agreement, dated as of August 31, 2015 (the "Asset Purchase Agreement"), with Integra LifeSciences Corporation ("Integra"). Pursuant to the Asset Purchase Agreement, Wright N.V. sold to Integra the United States rights to Tomier's Salto Talaris® and Salto Talaris XT™ line of ankle replacement products and Tomier's line of silastic toe replacement products, among other assets, for an undisclosed amount of cash. Pursuant to an OUS License Agreement entered into between Tomier and Integra, Tomier retained the right to sell these products outside the United States for up to 20 years unless Integra exercises its option under the Asset Purchase Agreement to purchase the ex-United States rights to the products. Tomier and Integra also entered into other customary ancillary agreements in connection with the transaction, including, among others, a Transition Services Agreement, Transitional Supply Agreement, a Trademark License Agreement and an IP License Agreement. The completion of the transactions contemplated by the Asset Purchase Agreement was subject to and contingent upon the completion of the Merger.

**Item 9.01 Financial Statements and Exhibits.**

*(a) Financial Statements of Businesses Acquired.*

Wright N.V. intends to amend this report to include the historical financial information required under Item 9.01(a) within 71 calendar days from the filing of this Form 8-K.

*(b) Pro Forma Financial Information.*

Wright N.V. intends to amend this report to include the pro forma financial information required under Item 9.01(b) within 71 calendar days from the filing of this Form 8-K.

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(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
2.1	Agreement and Plan of Merger, dated October 27, 2014, among Tomier N.V., Trooper Holdings Inc., Trooper Merger Sub Inc. and Wright Medical Group, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Tomier with the SEC on October 27, 2014)
3.1	Deed of Amendment to Articles of Association of Tomier N.V. (filed herewith)
3.2	Articles of Association of Wright Medical Group N.V. (filed herewith)
4.1	Assignment and Assumption Agreement between Wright Medical Group, Inc., Wright Medical Group N.V. and American Stock Transfer & Trust Company, LLC, as trustee, dated as of October 1, 2015 (incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A, filed by Wright Medical Group N.V. with the SEC on October 1, 2015)
10.1	Form of Indemnification Agreement (filed herewith)
10.2	Resignation Agreement and Release of Claims, dated October 1, 2015, between Shawn T McCormick and Tomier, Inc. (filed herewith)
10.3	Resignation Agreement and Release of Claims, dated October 1, 2015, between Kevin M. Klemz and Tomier, Inc. (filed herewith)
99.1	Press Release of Wright Medical Group N.V. dated October 1, 2015 (furnished herewith)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 1, 2015

**WRIGHT MEDICAL GROUP N.V.**

By: /s/ Robert J. Palmisano

Name: Robert J. Palmisano

Title: President and Chief Executive Officer

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**WRIGHT MEDICAL GROUP N.V.**

**CURRENT REPORT ON FORM 8-K**

**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>	<b><u>Method of Filing</u></b>
2.1	Agreement and Plan of Merger, dated October 27, 2014, among Tomier N.V., Trooper Holdings Inc., Trooper Merger Sub Inc. and Wright Medical Group, Inc.	Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Tomier with the SEC on October 27, 2014
3.1	Deed of Amendment to Articles of Association of Tomier N.V.	Filed herewith
3.2	Articles of Association of Wright Medical Group N.V.	Filed herewith
4.1	Assignment and Assumption Agreement, dated as of October 1, 2015, between Wright Medical Group, Inc., Wright Medical Group N.V. and American Stock Transfer & Trust Company, LLC	Incorporated by reference to Exhibit 4.1 to the Registration Statement on Form 8-A, filed by Wright Medical Group N.V. with the SEC on October 1, 2015
10.1	Form of Indemnification Agreement	Filed herewith
10.2	Resignation Agreement and Release of Claims, dated October 1, 2015, between Shawn T McCormick and Tomier, Inc.	Filed herewith
10.3	Resignation Agreement and Release of Claims, dated October 1, 2015, between Kevin M. Klemz and Tomier, Inc.	Filed herewith
99.1	Press Release of Wright Medical Group N.V. dated October 1, 2015	Furnished herewith

**DEED OF AMENDMENT OF  
THE ARTICLES OF ASSOCIATION  
TORNIER N.V.  
(NEW NAME: WRIGHT MEDICAL GROUP N.V.)  
(unofficial translation)**

DMO/6010477/10964492  
01-10-2015  
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Today, the first of October two thousand and fifteen,

appeared before me, Paul Hubertus Nicolaas Quist, civil-law notary in Amsterdam:

Dennis Frederik Alexander Mollema, care of Stibbe, 1077 ZZ Amsterdam, Strawinskylaan 2001, born in Haarlem on the first of February nineteen hundred and seventy-six.

The appearing person declared as follows:

- the articles of association of the public limited company (*naamloze vennootschap*) **Tornier N.V.**, having its seat in Amsterdam, its address at 1097 JB Amsterdam, Prins Bernhardplein 200, registered in the trade register under number 34250781 (the “**company**”), were lastly amended by deed executed on the twenty-eighth of June two thousand and thirteen before P.H.N. Quist, civil-law notary in Amsterdam;
- on proposal of the board of directors, the general meeting of the company resolved to amend the articles of association of the company partially on the eighteenth of June two thousand and fifteen;
- furthermore, it was decided to authorise the appearing person to effect such amendment of the articles of association;
- that these resolutions are evidenced by a copy of the minutes of the relevant meeting to be attached to this deed.

Subsequently, the appearing person declared to amend the articles of association of the company partially, in pursuance of the referred resolutions, so:

**Article 2 paragraph 1 will read as follows:**

1. The name of the company is: Wright Medical Group N.V.

**Article 4 paragraph 1 will read as follows:**

1. The company’s authorized capital amounts to nine million six hundred thousand euros (EUR 9,600,000) and is divided into three hundred and twenty million (320,000,000) ordinary shares, each share with a par value of three euro cents (EUR 0.03).

**Final statement**

Finally the appearing person declared upon the current amendment of the articles of association taking effect, the issued and paid-up capital will amount to EUR 3,071,310.30.

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**Final clause**

This deed was executed today in Amsterdam.

The substance of this deed was stated and explained to the appearing person.

The appearing person declared not to require a full reading of the deed, to have taken note of the contents of this deed and to consent to it.

Subsequently, this deed was read out in a limited form, and immediately thereafter signed by the appearing person and myself, civil-law notary, at

# Stibbe

## ARTICLES OF ASSOCIATION OF WRIGHT MEDICAL GROUP N.V.

(informal translation)

having its seat in Amsterdam, as these read after the execution of the deed of amendment of the articles of association, executed on 1 October 2015 before P.H.N. Quist, civil-law notary in Amsterdam.

The company is registered in the trade register under number 34250781.

### Definitions

#### Article 1.

The following definitions shall apply in these articles of association:

- a. general meeting: the body consisting of the shareholders entitled to vote and other persons entitled to vote as well as the meeting of shareholders and other persons entitled to attend meetings;
- b. subsidiary: has the meaning as referred to in article 2:24a Dutch Civil Code;
- c. group: has the meaning as referred to in article 2:24b Dutch Civil Code;
- d. group company: a legal entity or company with which the company is affiliated in a group;
- e. dependent company: has the meaning as referred to in article 2:152 Dutch Civil Code;
- f. persons with voting rights: holders of shares with voting rights as well as holders of a right of usufruct on shares with the right to vote and holders of a right of pledge with a right to vote;
- g. persons with meeting rights: persons with voting rights as well as shareholders who do not have the right to vote;
- h. written/in writing: with respect to the provision of these articles of association the requirement of being in writing shall also be complied with if the notification, announcement, statement, acknowledgement, decision-making, power of attorney, vote or request, have been laid down electronically.

### Name and seat

#### Article 2.

1. The name of the company is: Wright Medical Group N.V.
2. The company has its seat in Amsterdam.
3. The company may have branch offices and branch establishments in other jurisdictions.

## Objects

### Article 3.

The objects of the company are:

- to sell, purchase, trade and distribute medical products in general and implants and prostheses in particular, to introduce these products and to provide all kind of services as regarded;
- to participate in, to finance, to collaborate with, to conduct the management of companies and other enterprises and provide advice and other services;
- to acquire, use and/or assign industrial and intellectual property rights and real property;
- to invest funds;
- the borrowing, lending and raising funds, including the issuance of bonds, promissory notes or other securities or evidence of indebtedness as well as entering into agreements in connection with these activities;
- to provide security for the obligations of legal persons or of other companies with which the company is affiliated in a group or for the obligations of third parties, including by means of issuing guarantees and pledging collateral;
- to undertake all that which is connected to the foregoing or in furtherance thereof,

all in the broadest sense of the words.

## Capital and shares

### Article 4.

1. The company's authorized capital amounts to nine million six hundred thousand euros (EUR 9,600,000) and is divided into three hundred and twenty million (320,000,000) ordinary shares, each share with a par value of three euro cents (EUR 0.03).
2. All shares shall be registered shares.  
The shares shall be numbered in such a manner that they can be distinguished from each other at any time.
3. The company cannot cooperate with the issue of depositary receipts issued for shares in its own capital.

## The issue of shares

### Article 5.

1. Shares shall be issued pursuant to a resolution of the general meeting, or pursuant to such resolution of the board of directors if designated thereto by the general meeting for a period not exceeding five years.

At the designation, the number and class of shares that may be issued by the board of directors should be determined.

The designation may be prolonged each time for a period not exceeding five years. Unless it has been determined differently at the designation, it cannot be revoked.

The resolution to issue shares contains the price and further terms of issue.

2. Within eight days after a resolution of the general meeting to issue shares or to designate the board of directors to issue shares, as referred to above, the board of directors shall deposit a complete text thereof at the Trade Register.

Within eight days after the end of each quarter of the year, the board of directors shall submit a statement of each issue of shares in that quarter of the year to the Trade Register, stating the number of the shares.

3. Issue of shares shall never be below par, without prejudice to the provisions of article 2:80 paragraph 2 Dutch Civil Code.

4. Ordinary shares shall be issued against payment of at least the nominal value.

Upon subscription for shares the nominal amount must be paid up, and in case the subscription is higher than par, the difference of these amounts as well.

5. Payment on shares must be made in cash to the extent that no other contribution has been agreed, subject to the provisions of article 2:80b Dutch Civil Code.

Payment in foreign currency may only be made with the permission of the company and also subject to the provisions of article 2:80a paragraph 3 Dutch Civil Code.

6. The board of directors is authorized, without any prior approval of the general meeting, to perform legal acts within the meaning of article 2:94 paragraph 1 Dutch Civil Code.

## **Pre-emptive rights**

### **Article 6.**

1. Without prejudice to the applicable legal provisions, upon the issue of shares, each holder of ordinary shares has a pre-emptive right in proportion to the aggregate amount of ordinary shares held by him.
2. A shareholder shall have no pre-emptive right in respect of shares:
  - issued for a non-cash contribution;
  - issued to employees of the company or of a group company; and
  - that are issued to a party exercising a previously obtained right to acquire shares.
3. The board of directors shall announce an issue with pre-emptive rights and the time frame within which the pre-emptive rights may be exercised in the Government Gazette (*Staatscourant*) and in a national daily distributed newspaper and in such other manner as may be required to comply with applicable stock exchange regulations, if any, unless the announcement to all holders of shares is made in writing and sent to the address stated by them.

4. The pre-emptive right may be exercised at least two weeks after the day of the announcement in the Government Gazette or, if the announcement is made in writing, at least two weeks after the day of the mailing of the announcement.

5. The pre-emptive right may be restricted or excluded by resolution of the general meeting or by the board of directors if designated thereto by the general meeting, for a period not exceeding five years, and also authorized to issue shares during that period.

Unless it has been determined otherwise at the designation, the right of the board of directors to restrict or to exclude the pre-emptive right cannot be revoked.

The designation may be renewed at any general meeting for a period not exceeding five years.

Unless the board of directors is designated to restrict or to exclude the pre-emptive right, a resolution to restrict or exclude the pre-emptive right will be passed on proposal of the board of directors.

In the proposal in respect thereof, the reasons for the proposal shall be explained in writing.

6. A resolution of the general meeting to restrict or exclude the pre-emptive right or to designate the board of directors as referred to in paragraph 5 requires a majority of at least two-thirds of the votes cast, if less than half of the issued capital is represented at the meeting.

Within eight days after said resolution, the board of directors shall deposit a complete text thereof at the Trade Register.

7. The provisions of the above paragraphs of the present article shall apply accordingly to the granting of a right to subscribe for shares, but shall not apply to the issue of shares to one who exercises a previously acquired subscription right.

## **Own shares, right of pledge on own shares**

### **Article 7.**

1. The company cannot subscribe for shares in its own capital.

2. Any acquisition by the company of shares in its own capital that are not fully paid-up shall be null and void.

3. In accordance with the provisions of article 2:98 Dutch Civil Code, the company may acquire fully paid-up shares in its own capital if:

- a. the shareholders' equity less the acquisition price is not less than the sum of the paid in and called up part of its capital and the reserves that it is required to maintain by law;
- b. the nominal value of the shares to be acquired in its capital, which the company itself holds or holds in pledge, or which are held by a subsidiary is not more than half of the issued capital; and
- c. the acquisition is authorized by the general meeting.

The authorization shall be valid for a maximum of eighteen months.

The general meeting shall determine in the authorization the number and class of shares that may be acquired, how they may be acquired and the price range.

The authorization is not required for the acquisition of shares on a stock market in order to transfer them to employees of the company or of a group company pursuant to a scheme applicable to such employees.

4. For the purposes of subparagraph a of paragraph 3, the amount of the shareholders' equity according to the last adopted balance sheet shall be reduced by the acquisition price of shares in the capital of the company, the amount of loans as described in article 2:98c paragraph 2 Dutch Civil Code and distributions to others from profits or reserves which may have become due by the company and its subsidiaries after the balance sheet date.

If more than six months have elapsed since the commencement of the fiscal year, and no annual accounts have been adopted, then an acquisition in accordance with paragraph 3 above shall not be permitted.

5. The company may only take its own shares in pledge in accordance with the applicable statutory provisions.

6. The company is not entitled to any distributions from shares in its own capital.

In the calculation of the distribution of profits, the shares referred to in the previous sentence are not counted unless there is a right of usufruct or right of pledge on such shares, and if the pledgee is entitled to the distributions on the shares for the benefit of a party other than the company.

7. At the general meeting no vote may be cast for shares held by the company or a subsidiary.

Usufructuaries of shares that belong to the company or a subsidiary are, however, not excluded from exercising their right to vote if the right of usufruct was created before the share belonged to the company or a subsidiary.

The company or a subsidiary cannot cast a vote for a share on which it has a right of usufruct.

In determining the extent to which the shareholders vote, are present or represented, or the extent to which the share capital is provided or represented, the shares on which, by law, no vote may be cast shall not be taken into account.

8. A subsidiary may not subscribe shares in the capital of the company for its own account or have such shares issued to it.

9. The preceding paragraphs shall not apply to shares which the company acquires

- for no consideration; or
- by universal succession of title (*verkrijging onder algemene titel*).

10. The term 'shares' as used in this article shall include depositary receipts issued for shares.

## Article 8.

1. The company may not provide collateral, guarantee the price, otherwise guarantee or bind itself jointly or severally with or for third parties, for the purpose of the subscription or acquisition by third parties of shares in its capital.  
This prohibition shall also extend to any subsidiaries.
2. The company and its subsidiaries may not provide loans for the purpose of the subscription or acquisition by third parties of shares in the capital of the company, unless the board of directors resolves to do so and the requirements described in article 2:98c Dutch Civil Code are met.
3. Paragraphs 1 and 2 shall not apply if shares or depositary receipts of shares are subscribed or acquired by or for employees of the company or a group company.

## Reduction of capital

### Article 9.

1. The general meeting may decide to reduce the issued capital upon proposal by the board of directors subject to the provisions of article 2:99 Dutch Civil Code, by cancellation of shares or by reducing the amount of the shares by amendment of these articles of association.

This resolution must designate the shares to which the resolution pertains and must provide for the implementation of the resolution.

A resolution to cancel shares may relate only to:

- shares held by the company itself or with respect to shares of which it holds the depositary receipts;
- all shares of a class with the consent of all shareholders of such class; or
- all shares of a class with repayment.

Any reduction of the par value of shares without redemption and without a release from the obligation to pay up must be made in proportion to all shares.

This proportional requirement may be waived by agreement of all shareholders affected.

2. A partial repayment or discharge must be effected in proportion to all shares involved. From this requirement may be deviated from with the consent of all shareholders concerned.
3. For a resolution to reduce the capital, a majority of the votes cast at a meeting if at least half the issued capital is represented at the meeting, or at least two-thirds of the votes cast at the meeting if less than half of the issued capital is represented at the meeting, is required.

A resolution to reduce capital requires prior or simultaneous approval of the meeting of each group of holders of shares of the same class whose rights are prejudiced.

The convocation for a meeting at which a resolution referred to in this article will be passed shall state the purpose of the capital reduction and how it is to be implemented.

## **Register of shareholders**

### **Article 10.**

1. The board of directors shall keep a register in which the names and addresses of all holders of shares are recorded, indicating the date on which they acquired the shares, the date of the acknowledgement or service as well as the amount paid-up on each share.  
If also an electronic address is disclosed by a shareholder for the purpose of entry into the register, such disclosure is deemed to entail the consent to receive all notifications and announcements for a meeting via electronic means.
2. The register shall also record the names and addresses of the usufructuaries and the pledgees of shares, showing the date on which they acquired the right on the shares, the date of the acknowledgement of the acquisition of the right of usufruct or the right of pledge or the date on which such acquisition has been served upon the company as well as whether they are entitled to exercise the voting rights attached to the shares and the rights conferred by law upon holders of depositary receipts issued with the cooperation of a company.
3. All shareholders, usufructuaries and pledgees shall ensure that the company is informed of their addresses.
4. If a shareholder, a usufructuary, or a pledgee also disclosed an electronic address to the company for the purpose of entering this electronic address, together with the other in paragraphs 1 to 3 inclusive of this article mentioned data, into the register, such disclosure is deemed to entail the consent to receive all notifications and announcements as well as convocations for a general meeting of shareholders via electronic means.  
The provision of the previous sentence regarding the convocation for a general meeting of shareholders shall only apply to the extent the usufructuary or the pledgee are entitled to attend the meeting.
5. The board of directors shall be authorized to keep the register outside the Netherlands.  
The board of directors may authorize an agent to keep the register for the purposes as meant in this article.  
The register shall be updated regularly.  
The board of directors shall determine the form and contents of the register with due observance of the provisions of paragraphs 1 to 4 hereof.
6. Upon request the board of directors shall provide shareholders and those who have a right of usufruct or pledge in respect of such shares free of charge with an extract from the register in respect of their rights to a share.
7. The board of directors shall be authorized to provide the authorities with information and data contained in the register of shareholders or have the same inspected to the extent that this is requested to comply with applicable foreign legislation or rules of the stock exchange where the company's shares are listed.

## Transfer of shares, usufruct, pledge

### Article 11.

1. A transfer of a share or a right in rem (*beperkt recht*) thereto requires a deed of transfer and, except in the event the company itself is party to that legal act, acknowledgement in writing by the company of the transfer.

The acknowledgement shall be given in the deed, or by a dated statement embodying such acknowledgement on the deed or on a copy or extract thereof duly authenticated by a civil-law notary or by the transferor.

Service of the deed of transfer, copy or extract on the company shall be deemed to be equal to acknowledgement.

2. The provisions of paragraph 1 shall apply *mutatis mutandis* to the creation or release of a right of usufruct and a right of pledge.

A pledge may also be established on a share without acknowledgement by or service on the company.

In such cases, article 3:239 Dutch Civil Code shall be equally applicable, whereby the notification by a shareholder as referred to in paragraph 3 of that article, shall be replaced by acknowledgement by or service on the company.

3. The shareholder shall have the voting rights with respect to shares subject to a usufruct or pledged shares.

A usufructuary and pledgee shall not have the same rights as those conferred by law upon the holders of depositary receipts for shares issued with the cooperation of a company.

## Board of directors

### Article 12.

1. The company shall have a board of directors consisting of three or more members, comprising of one or more members having responsibility for the day-to-day management of the company (the '**executive directors**') and two or more members not having such responsibility (the '**non-executive directors**').
2. The board of directors shall determine the number of the directors, provided that at all times the board of directors shall be composed of at least one executive director and two non-executive directors.
3. The general meeting shall appoint members of the board of directors from a binding nomination to be drawn up by the board of directors in accordance with article 2:133 Dutch Civil Code.

The general meeting may cancel the binding nature of a nomination at a meeting by a majority of two-thirds of the votes cast, representing more than half of the issued share capital.

Should a nomination be deprived of its binding character in the manner provided for in this paragraph, a new meeting is called at which the resolution for appointment of a member of the board of directors shall require majority of two-thirds of the votes cast, representing more than half of the issued share capital.

4. At a general meeting, votes in respect of the appointment of a member of the board of directors can only be cast for candidates named in the agenda of the meeting or the explanatory notes thereto.
5. Members of the board of directors may be suspended or dismissed by the general meeting at any time.

A resolution of the general meeting to suspend or dismiss a member of the board of directors pursuant to a proposal by the board of directors shall be passed with an absolute majority of the votes cast.

A resolution of the general meeting to suspend or dismiss a member of the board of directors other than pursuant to a proposal by the board of directors shall require a two-third majority of the votes cast representing more than half of the company's issued capital.
6. With respect to the resolution of the general meeting referred to in the paragraph 3 and 5, the provision included in article 2:120 paragraph 3 Dutch Civil Code is not applicable.
7. Members of the board of directors shall be appointed for a maximum period of four years.

Unless a member of the board of directors has resigned at an earlier date, his or her term of office shall lapse on the day the first annual meeting of shareholders to be held in the fourth year after the year of his or her appointment.

A member of the board of directors may be reappointed with due observance of the previous sentence.
8. The company shall have a policy in respect of the compensation of the members of the board of directors (the '**compensation policy**').

The compensation policy shall be adopted by the general meeting.

The compensation policy shall at least describe the items referred to in article 2:383c to e inclusive Dutch Civil Code, to the extent they concern the board of directors.
9. With due observation of the compensation policy the board of directors may establish a compensation for the members of the board of directors in respect of the performance of their duties, provided that nothing herein contained shall preclude any member of the board of directors from serving the company or any subsidiary or related company thereof in any other capacity and receiving compensation therefor.
10. The board of directors shall submit to the general meeting for its approval plans to award shares or the right to subscribe for shares to the executive directors.

The plans shall at least set out the number of shares and rights to subscribe for shares that may be awarded to the members of the board of directors and the criteria that shall apply to the award or any change thereto.

Failure to obtain the approval of the general meeting shall not affect the board of directors' authority to represent the company.

## Article 13.

1. The board of directors shall, from its members, appoint a chairman, and shall have power to appoint from its members a chief executive officer.  
The board of directors shall furthermore appoint a company secretary.  
The company secretary shall assist the board of directors.
2. The board of directors shall draw up board rules to deal with matters that concern the board internally.  
The board rules may include an allocation of tasks among the members of the board of directors.  
The board rules shall contain provisions concerning the manner in which meetings of the board of directors are called and held.
3. The board of directors may vest authority to represent the company, jointly or severally, in any one or more members of the board of directors and/or officers of the company who would thereby be granted powers of representation with respect to such acts or categories of acts as the board may determine and shall notify to the Trade Register.
4. The board of directors can only adopt valid resolutions when the majority of the members of the board of directors in office shall be present at the board meeting or be represented at such meeting.
5. A member of the board of directors may only be represented by a co-member of the board authorised in writing.  
The expression in writing shall include any message transmitted by current means of communication and received in writing.
6. All resolutions shall be adopted by the favourable vote of the majority of the directors present or represented at the meeting.  
Each director shall have one vote.
7. A director may not participate in the deliberation and the decision-making process of the board of directors if it concerns a subject in which this director has a direct or indirect personal interest which conflicts with the interest of the company and its business enterprise. In such event, the other directors shall be authorised to adopt the resolution.

If all directors have a conflict of interest as mentioned above, the resolution shall be adopted by the non-executive directors.

8. The board of directors shall be authorised to adopt resolutions without convening a meeting if all members of the board of directors shall have expressed their opinions in writing, unless one or more members of the board of directors shall object to a resolution being adopted in this way.  
A resolution shall in this case be adopted if the majority of all members of the board of directors shall have expressed themselves in favour of the resolution concerned.  
The provision of the second sentence of paragraph 6 shall apply mutatis mutandis.
9. Without prejudice to the provisions above, decisions of the board of directors involving a major change in the company's identity or character are subject to the approval of the general meeting, including:
  - a. the transfer of the enterprise or practically the whole enterprise to third parties;
  - b. to enter or to terminate longstanding joint ventures of the company or a subsidiary with another legal entity or company or as fully liable partner in a limited partnership or a general partnership if this joint venture or termination of such a joint venture is of a major significance to the company;
  - c. to acquire or dispose of a participation in the capital of a company worth at least one-third of the amount of the company's assets according to the balance sheet with explanatory notes thereto, or if the company prepares a consolidated balance sheet according to such consolidated balance sheet with explanatory notes according to the last adopted annual account of the company, by the company or a subsidiary.
10. Failure to obtain the approval defined in paragraph 9 of this article shall not affect the authority of the board of directors or the members of the board of directors to represent the company.

## **Committees**

### **Article 14.**

1. The board of directors shall appoint from its non-executive directors an audit committee, a nominating and corporate governance committee and a compensation committee.
2. The board of directors shall have power to appoint any further committees, composed of members of the board of directors and officers of the company and of group companies.
3. The board of directors shall determine the duties and powers of the committees referred to in the preceding paragraphs.

## **Article 15.**

In the event that one or more members of the board of directors are absent or prevented from acting, the remaining members of the board of directors or the sole remaining member of the board of directors shall be entrusted with the management of the company.

In the event that all the members of the board of directors or the sole remaining member of the board of directors is absent or prevented from acting, a person to be appointed for that purpose by the general meeting, shall be temporarily entrusted with the management of the company.

## **Representation**

### **Article 16.**

The company shall be represented by the board of directors.

In addition, the authority to represent the company is vested in each executive director acting individually.

## **Indemnification of members of the board of directors and officers**

### **Article 17.**

1. The company shall indemnify any person who is a member of the board of directors or an officer (each of them an **'indemnified person'**) and who was or is in his capacity as member of the board of directors or officer a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or administrative or any action, suit or proceeding in order to obtain information (other than an action, suit or proceeding instituted by or on behalf of the company), against any and all liabilities including all expenses (including attorneys' fees), judgments, fines, amounts paid in settlement and other financial losses, actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company.

The termination of any action, suit or proceeding by a judgment, order, settlement, conviction, or the failure to put up a defense or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and not in a manner which he reasonably could believe to be in or not opposed to the best interests of the company. The indemnified person is obliged to inform the company as soon as practically possible about any claim or any circumstance that could lead to a claim.

2. No indemnification pursuant to paragraph 1 of this article shall be made in respect of any claim, issue or matter:
  - as to which such person shall have been adjudged in a final and non-appealable judgment by a Dutch judge to be liable for gross negligence or willful misconduct in the performance of his duty to the company, unless and only to the extent that the judge before whom such action or proceeding was brought or any other Dutch judge having appropriate jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to a compensation which the judge before whom such action or proceeding was brought or such other judge having appropriate jurisdiction shall deem proper; or
  - insofar as costs and losses have been insured under any insurance and the insurance company has reimbursed to him the costs and losses.

3. Expenses (including attorneys' fees) incurred by an indemnified person in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of an indemnified person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the company as authorized in this article.
4. The indemnification provided for by this article shall not be deemed exclusive of any other right to which a person seeking indemnification or advancement of expenses may be entitled under the laws of the Netherlands as from time to time amended or under any by-laws, agreement, resolution of the general meeting or of the members of the board of directors or officers who are not an interested party in this matter or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position, and shall continue as to a person who has ceased to be a member of the board of directors or an officer, but was a member of the board of directors or an officer at any time after the execution of this deed of amendment and shall also inure to the benefit of the heirs, executors and administrators of the estate of such person.
5. The company may purchase and maintain insurance on behalf of any indemnified person, whether or not the company would have the power to indemnify him against such liability under the provisions of this article.
6. No amendment or repeal of this article shall adversely affect any right to protection of any person entitled to indemnification or advancement of expenses under this article prior to such amendment or repeal.

By the amendment or repeal of this article an amendment can be made in the protection of any persons that have been (re-)appointed as member of the board of directors or officer after the amendment or repeal of this article.

## **Fiscal year, annual accounts, annual report**

### **Article 18.**

1. The company's fiscal year runs from the Monday nearest to the thirty-first of December of a year, and ends on the Sunday nearest to the thirty-first of December of the following year.
2. The board of directors shall be responsible for the annual accounts which need to be prepared within the period prescribed by law.  
The annual accounts shall be signed by all members of the board of directors.  
If the signature of one or more of them is lacking, this fact and the reason therefore shall be indicated.  
The board of directors shall also, within the period mentioned above, prepare an annual report.
3. The general meeting shall instruct a registered accountant or a firm of registered accountants, as defined in article 2:393 paragraph 1 Dutch Civil Code, to audit the annual accounts and the annual report by the board of directors, to report thereon, and to issue an auditor's certificate with respect thereto.

4. If the general meeting fails to issue such instructions, the board of directors shall be authorized to do so.
5. The company shall ensure that, as of the day on which a general meeting at which they are to be considered, is called, the annual accounts, the annual report and the additional information to be provided pursuant to article 2:392 paragraph 1 Dutch Civil Code are available for examination by those entitled to attend meetings.  
The company shall make copies of the documents referred to in the previous sentence available free of charge to those entitled to attend meetings.  
If these documents are amended, this obligation shall also extend to the amended documents.
6. The annual accounts shall be adopted by the general meeting.
7. The annual accounts shall not be adopted if the general meeting is unable to take cognizance of the certificate as referred to in paragraph 3 of this article, unless, together with the remaining information as referred to in article 2:392 Dutch Civil Code, a legitimate ground is given why the certificate is lacking.  
After the proposal to adopt the annual accounts has been dealt with, the proposal will be made to the general meeting to discharge the members of the board of directors in respect of their conduct of management during the relevant fiscal year insofar this appears from the annual accounts.
8. The company shall be obliged to make its annual accounts publicly available at the Trade Register.

## **Allocations of profit**

### **Article 19.**

1. The company may make distributions to the shareholders and other persons entitled to the distributable profits only to the extent that the company's shareholders' equity exceeds the sum of the paid-in capital and the reserves which it is required by law to maintain.
2. The profit appearing from the annual accounts adopted by the general meeting shall be at the disposal of the general meeting.
3. The board of directors may resolve to make interim distributions only to the extent that the requirements set forth in paragraph 1 above are satisfied, as appears from an interim statement of assets and liabilities, taking into account the legal regulations.
4. There shall be no distribution of profits in favour of the company with respect to shares, or to shares of which it holds depositary receipts issued therefore, which the company has acquired in its own capital.
5. For the computation of the profit distribution the shares held by the company in its own capital shall be disregarded.

6. The board of directors may decide to make payments to the holders of shares and other persons from the distributable part of the shareholders' equity, subject to the approval of the general meeting.
7. Any claim a shareholder may have to a distribution shall lapse after five years, to be computed from the day on which such a distribution becomes payable.

## **General meetings**

### **Article 20.**

1. The annual general meeting shall be held every year within six months of the end of the fiscal year, in which shall, in any event, be considered:
  - the consideration of the annual report;
  - the adoption of the annual accounts;
  - any other matters put forward by board of directors and announced pursuant to this article.

In the event the period preparing the annual accounts as set forth in article 18 paragraph 2 of these articles of association is extended in conformity with applicable law, the matters indicated in the previous sentence will be dealt with in a general meeting to be held no later than one month after the extension.
2. General meetings will be held in Amsterdam, Haarlemmermeer (Schiphol) or in Schiedam.
3. General meetings shall be convened by the board of directors in the manner and with reference to the applicable provisions of the legislation and applicable stock exchange regulations and with consideration of the applicable terms.
4. The convocation states:
  - a. the subjects to be discussed;
  - b. the place and time of the general meeting;
  - c. the procedure for participation in the general meeting and the exercise of voting rights in person or by proxy.
5. Extraordinary general meetings shall be held as often as the board of directors deems this necessary.
6. An item proposed by one or more shareholders having the right thereto according to applicable law, will be included in the convocation or announced in the same manner, provided the company receives such substantiated request or a proposal for a resolution in writing no later than the sixtieth day prior to the day of the meeting.

## Article 21.

1. The general meetings will be chaired by the chairman of the board of directors, or, in his absence, by a member of the board of directors appointed by the board of directors; if the chairman of the board of directors is absent and no other member of the board of directors has been appointed in his place, the general meeting shall appoint the chairman.
2. Minutes shall be kept of the items dealt with at the general meeting.  
The minutes shall be adopted by the chairman and the company secretary and shall be signed by them in witness thereof.
3. The chairman of the meeting as well as any member of the board of directors may at all times commission the drawing up of a notarial record of the meeting at the company's expense.
4. The chairman shall decide on all disputes with regard to voting, admitting people and, in general the procedure at the meeting, insofar as this is not provided for by law or the articles of association.

## Article 22.

1. Each shareholder, as well as each other person with voting rights and/or meeting rights, is entitled, in person or through an attorney authorized in writing for the specific meeting, or by proxy, to attend the general meeting, to address the meeting and, in the event the shareholder is entitled to the voting rights, to exercise the voting rights.
2. The board of directors may resolve that for the application of the provision in paragraph 1, persons with voting rights and/or meeting rights are considered to be those persons who (i) on a date determined by the board of directors (the '**record date**') are persons with voting rights and/or meeting rights with respect to a share, and (ii) are registered in (a) register(s) determined by the board of directors (the '**register**'), provided that (iii) that person with voting rights and/or meeting rights gave notice to the company of his intention to attend the general meeting, irrespective of who at the time of the general meeting is a person with voting rights and/or meeting rights.  
The notice must state the name and the number of shares for which the person is entitled to vote and/or to attend the general meeting.  
The provisions regarding the notice apply *mutatis mutandis* to a holder of a proxy of a person with voting rights and/or meeting rights.
3. In case the board of directors does not use the authority referred to in paragraph 2, persons with voting rights and/or meeting rights with respect to shares, must give written notice to the board of directors of their intention to exercise the rights referred to in paragraph 1 at the general meeting, at such places and at such date as the board of directors will give notice of in the notice for the general meeting.
4. Insofar applicable, the convocation notice shall state the record date as well as where and how the registration as referred to in paragraph 2 is to take place, and, in so far as votes can be cast electronically, the way in which the rights of the person entitled to vote and to attend a meeting can be exercised.

5. A person entitled to vote and/or attend meetings, who wants to be represented in the general meeting by an attorney authorized in writing or proxy, must hand in their power of attorney or duly executed proxy at the office of the company or at another place to be designated by the company within the period laid down on the convocation notice; or inform the company about the power of attorney by electronic means.

The board of Management may decide that the proxies from those entitled to vote are attached to the attendance list.

6. The attendance list must be signed by each person with voting rights and/or meeting rights or his representative.
7. The members of the board of directors shall have the right to attend the general meeting.
8. The board of directors may decide that every shareholder is entitled to participate in, to address and to vote in the general meeting by way of an electronic means of communication, in person or by proxy, provided the shareholder may by the electronic means of communication be identified, directly take notice of the discussion in the meeting and participate in the deliberations.

The board of directors may adopt a resolution containing conditions for the use of electronic means of communication in writing.

If the board of directors has made such regulation, such conditions will be disclosed with the notice convening the meeting.

9. In the event a record date issued as referred to in paragraph 2, the board of directors may stipulate that votes cast prior to the general meeting by electronic means are equated with votes cast during the meeting.

These votes, in order to be valid, must be cast by a holder of voting rights on the record date and may not be cast earlier than on the record date.

## **Article 23.**

1. Each share shall confer the right to cast one vote.
2. Insofar as the law or these articles of association do not prescribe a larger majority, resolutions shall be passed by a simple majority of votes cast in a meeting where at least one third of the outstanding shares are represented.
3. The chairman of the meeting determines the method of voting, which includes oral, written or electronic voting.

In the event of the election of persons, anyone entitled to vote may demand that voting shall take place by written ballot.

Voting by written ballot shall take place by means of sealed, unsigned ballot papers.

4. In the event votes tie, the proposal shall be rejected.
5. Blank votes and invalid votes shall be considered as not having been cast.

## **Amendments to the articles of association, legal merger, demerger, dissolution and liquidation**

### **Article 24.**

1. On proposal of the board of directors, the general meeting may resolve to amend the company's articles, to conclude a legal merger (*juridische fusie*) or a demerger (*splitsing*), or to dissolve the company. A resolution of the general meeting to conclude a legal merger (*juridische fusie*) or a demerger (*splitsing*) requires a majority of at least two-thirds of the votes cast, if less than half of the issued capital is represented at the meeting.
2. The full proposal of the amendment of the articles of association shall be available at the offices of the company from the day of the convocation to the general meeting until the close of same for inspection by those who are entitled to attend meetings; the copies of this proposal shall be made available free of charge to those who are entitled to attend meetings.

This shall be stated in the convocation advertisement.

3. Upon dissolution, the liquidation of the company shall be effected by the board of directors, unless the general meeting has designated other liquidators.
4. During the liquidation, the provisions of the articles of association shall remain in force in as much as possible.
5. Any liquidation surplus shall be distributed to the shareholders and other parties entitled thereto in proportion to their respective rights.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the “Agreement”) made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between Wright Medical Group N.V., a public company with limited liability, organized and existing under the laws of the Netherlands (the “Company”), and \_\_\_\_\_ (the “Indemnitee”).

WHEREAS, the Company recognizes that competent and experienced persons are increasingly reluctant to serve or to continue to serve as directors and officers of corporations unless they are protected by comprehensive liability insurance or indemnification, or both, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and due to the fact that the exposure frequently bears no reasonable relationship to the compensation of such directors;

WHEREAS, directors and officers of public companies are subject to an increased risk of litigation and claims being asserted against them;

WHEREAS, the Company’s amended and restated articles of association (the “Articles of Association”) require the Company to indemnify its directors and officers against any and all liabilities and expenses, provided they acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company. The Articles of Association expressly provide that the indemnification provisions set forth therein are not exclusive, and contemplate that contracts may be entered into between the Company and its directors and officers with respect to indemnification;

WHEREAS, Indemnitee is or has agreed to become or will continue to serve as a director or officer of the Company or an Affiliate of the Company;

WHEREAS, the Company desires (i) to provide Indemnitee with specific contractual assurance that the protection promised by such Articles of Association will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such Articles of Association, change in the composition of the Company’s Board of Directors (“Board of Directors”), or any change in the ownership of the Company), (ii) to provide for the indemnification of and the advancing of expenses to Indemnitee to the fullest extent (whether partial or complete) permitted by law and as set forth in this Agreement, and (iii) to the extent insurance is available, to provide for continued coverage of Indemnitee under the Company’s directors and officers liability insurance policies; and

WHEREAS, Indemnitee is relying upon the rights afforded under this Agreement in accepting or continuing Indemnitee’s position as a director or officer of the Company or an Affiliate of the Company.

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NOW, THEREFORE, in consideration of the Indemnitee's agreement to serve or continue to serve as a director and/or officer of the Company or an Affiliate of the Company and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company has agreed to the covenants set forth herein for the purpose of further securing to the Indemnitee the indemnification provided by the Articles of Association:

1. Definitions.

- (a) "Articles of Association" shall have the meaning specified in the Recitals hereto.
- (b) "Affiliate" has the meaning set forth in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended, and the applicable rules and regulations thereunder.
- (c) "Agreement" shall have the meaning specified in the introductory paragraph hereof.
- (d) "Change in Control" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company's then outstanding Voting Securities, or (ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board of Directors and any new director whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all the Company's assets; provided, that the Company's recently completed transaction with Wright Medical Group, Inc., pursuant to that certain Agreement and Plan of Merger dated October 27, 2014 shall not be a "Change of Control" pursuant to this Agreement.
- (e) "Claim" means any threatened, pending, or completed action, suit, or proceeding, or any inquiry or investigation, whether instituted by the Company or any other party, that Indemnitee in good faith believes might lead to the institution of any such action, suit, or proceeding, whether civil, criminal, administrative, investigative, or other and whether formal or informal.

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- (f) “Company” shall have the meaning specified in the introductory paragraph hereof.
- (g) “Expense Advance” shall have the meaning specified in Section 2(b).
- (h) “Expenses” include attorneys’ fees and all other costs, expenses and obligations (including, without limitation, experts’ fees, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in, or preparing to investigate, defend, be a witness in or participate in, any Claim relating to any Indemnifiable Event.
- (i) “Indemnifiable Amounts” include any and all Expenses, damages, judgments, fines, penalties, excise taxes and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines, penalties, excise taxes or amounts paid in settlement) arising out of or resulting from any Claim relating to an Indemnifiable Event.
- (j) “Indemnifiable Event” means any event or occurrence related to the fact that Indemnitee is or was a director, officer, employee, or agent of the Company or an Affiliate of the Company, or is or was serving at the request of the Company as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, or by reason of anything done or not done by Indemnitee in any such capacity.
- (k) “Indemnitee” shall have the meaning specified in the introductory paragraph hereof.
- (l) “Independent Legal Counsel” means an attorney or firm of attorneys, selected in accordance with the provisions of Section 3, who shall not have otherwise performed services for the Company or Indemnitee within the last five (5) years (other than with respect to matters concerning the rights of Indemnitee under this Agreement, or of other indemnitees under similar indemnity agreements).
- (m) “Reviewing Party” means any appropriate person or body consisting of a member or members of the Board of Directors or any other person or body appointed by the Board who is not a party to the particular Claim for which Indemnitee is seeking indemnification, or Independent Legal Counsel.
- (n) “Voting Securities” are any securities of the Company that vote generally in the election or appointment of directors.

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2. Indemnification Arrangement; Advancement of Expenses.

- (a) In the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, a Claim by reason of (or arising in part out of) an Indemnifiable Event, the Company shall indemnify Indemnitee to the fullest extent permitted by law as soon as practicable, but in any event no later than thirty (30) days after written demand is presented to the Company, against any and all Indemnifiable Amounts. For the avoidance of doubt, the foregoing indemnification obligation includes, without limitation, claims for monetary damages against Indemnitee in respect of an alleged breach of fiduciary duties, to the fullest extent permitted under the General Corporation Law of the State of Delaware (or under such other law as may be applicable pursuant to the second sentence of Section 19).
- (b) If requested by Indemnitee, the Company shall advance (within five (5) business days of such request) any and all Expenses incurred by Indemnitee (an "Expense Advance"). The Company shall, in accordance with such request (but without duplication), either (i) pay such Expenses on behalf of Indemnitee, or (ii) reimburse Indemnitee for such Expenses. Subject to the limitations contained in Sections 2(c) and 2(d), Indemnitee's right to an Expense Advance is absolute and shall not be subject to any prior determination by the Reviewing Party or any other person, that the Indemnitee has satisfied any applicable standard of conduct for indemnification. In making any request for an Expense Advance, Indemnitee shall submit to the Company a schedule setting forth in reasonable detail the dollar amount expended or incurred and expected to be expended or incurred. Each such listing shall be supported by the bill, agreement, or other documentation relating thereto, each of which shall be appended to the schedule as an exhibit.
- (c) Notwithstanding anything in this Agreement to the contrary, Indemnitee shall not be entitled to indemnification or an Expense Advance pursuant to this Agreement in connection with any Claim initiated by Indemnitee unless (i) the Company has joined in or the Board of Directors has authorized or consented to the initiation of such Claim or (ii) the Claim is one to enforce Indemnitee's rights under this Agreement.
- (d) Notwithstanding anything in this Agreement to the contrary, (i) the indemnification obligations of the Company under Section 2(a) shall be subject to the condition that the Reviewing Party shall not have determined (in a written opinion, in any case in which the Independent Legal Counsel is involved) that Indemnitee would not be permitted to be indemnified under applicable law, and (ii) the obligation of the Company to make an Expense Advance pursuant to Section 2(b) shall be subject to the condition that, if, when and to the extent that the Reviewing Party determines that Indemnitee would not be permitted to be so indemnified under applicable law, the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid (it being understood and agreed that the foregoing agreement by Indemnitee shall be deemed to satisfy any requirement that Indemnitee provide the Company with an undertaking to repay any Expense

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Advance if it is ultimately determined that the Indemnitee is not entitled to indemnification under applicable law); provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a court of competent jurisdiction to secure a determination that Indemnitee should be indemnified under applicable law, any determination made by the Reviewing Party that Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and Indemnitee shall not be required to reimburse the Company for any Expense Advance until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). Indemnitee's undertaking to repay such Expense Advances shall be unsecured and interest-free. If there has not been a Change in Control, the Reviewing Party shall be selected by the Board of Directors, and if there has been such a Change in Control, the Reviewing Party shall be the Independent Legal Counsel. If there has been no determination by the Reviewing Party within thirty (30) days after written demand is presented to the Company or if the Reviewing Party determines that Indemnitee would not be permitted to be indemnified in whole or in part under applicable law, Indemnitee shall have the right to commence litigation in any court in the State of Delaware in the United States having subject matter jurisdiction thereof and in which venue is proper seeking an initial determination by the court or challenging any such determination by the Reviewing Party or any aspect thereof, including the legal or factual bases therefor, and the Company hereby consents to service of process and to appear in any such proceeding. Any determination by the Reviewing Party otherwise shall be conclusive and binding on the Company and Indemnitee.

3. Change in Control. The Company agrees that if there is a Change in Control of the Company (other than a Change in Control which has been approved by a majority of the Board of Directors who were directors immediately prior to such Change in Control) then with respect to all matters thereafter arising concerning the rights of Indemnitee to indemnity payments and any Expense Advance under this Agreement or any other agreement or the Articles of Association, now or later in effect, relating to Claims for Indemnifiable Events, the Company shall seek legal advice only from Independent Legal Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). The Company agrees to pay the reasonable fees of the Independent Legal Counsel referred to above and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.
4. Indemnification for Additional Expenses. The Company shall indemnify Indemnitee against any and all expenses (including attorneys' fees) and, if requested by Indemnitee, shall (within five (5) business days of such request) advance such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for (i) indemnification or advance payment of Expenses by the Company under this Agreement or any other agreement or the Articles of Association, now or later in effect relating to Claims for Indemnifiable Events and/or (ii) recovery under any directors and officers liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advance expense payment, or insurance recovery, as the case may be.

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5. Partial Indemnity. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments, fines, penalties, and amounts paid in settlement of a Claim but not, however, for all of the total amount of the Claim, the Company shall nevertheless indemnify Indemnitee for the portion of the Claim to which Indemnitee is entitled. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all Claims relating in whole or in part to an Indemnifiable Event or in defense of any issue or matter related to an Indemnifiable Event, including dismissal without prejudice, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.
  6. Burden of Proof. In connection with any determination by the Reviewing Party or otherwise as to whether Indemnitee is entitled to be indemnified hereunder the Reviewing Party or court shall presume that the Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Company to establish, by clear and convincing evidence, that Indemnitee is not so entitled.
  7. Reliance. For purposes of this Agreement, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company in the course of their duties, or by committees of the Board of Directors, or by any other person (including legal counsel, accountants, consultants and financial advisors) as to matters Indemnitee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any other director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.
  8. No Presumptions. For purposes of this Agreement, the termination of any claim, action, suit, or proceeding by judgment, order, settlement (whether with or without court approval), or conviction, or upon a plea of nolo contendere or its equivalent shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Company (including, without limitation, the Board of Directors, any committee of the Board of Directors, legal counsel, or the stockholders) to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Company (including, without limitation, the Board of Directors, any committee of the Board of Directors, legal counsel, or the stockholders) that Indemnitee has not met such standard of conduct or did not have such belief, prior to the

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commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under applicable law shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief.

9. Nonexclusivity. The rights of the Indemnitee under this Agreement shall be in addition to any other rights that Indemnitee may have under the Company's Articles of Association or under the General Corporation Law of the State of Delaware (or under such other law as may be applicable pursuant to the second sentence of Section 19). To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Articles of Association or this Agreement, it is the intent of the Company and Indemnitee that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change.
10. Amendments; Waiver. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Company and Indemnitee. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver.
11. Insurance and Subrogation.
- (a) To the extent the Company or an Affiliate of the Company maintains an insurance policy or policies providing directors and officers liability insurance, Indemnitee shall be covered by such policy or policies in accordance with its or their terms and to the maximum extent of the coverage available for any Company or Affiliate director or officer.
  - (b) The Company represents that it presently has in force and effect directors and officers liability insurance on behalf of Indemnitee against certain customary liabilities which may be asserted against or incurred by Indemnitee. The Company hereby agrees that, so long as Indemnitee shall continue to serve as a director or officer, and thereafter so long as Indemnitee shall be subject to any possible claim or threatened, pending or completed proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that Indemnitee served as an officer or director, the Company shall purchase and maintain in effect for the benefit of Indemnitee such insurance providing (a) coverage at least comparable to that presently provided or (b) if such coverage is hereafter changed to provide any enhanced rights or benefits, the same coverage provided to the most favorably insured of the Company's directors or officers; provided, however, if the then Board of Directors determines in good faith that, either (x) the premium cost for such insurance is substantially disproportionate to the amount of coverage, or (y) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance, then and in that event, the Company shall not be required to maintain such insurance; provided further, however, that if, after a Change in Control, the Board of Directors determines that the Company

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shall not be required to maintain such insurance, the Company shall be required to purchase a “tail” policy which (i) has an effective term of six (6) years from a Change in Control, (ii) covers Indemnitee for actions and omissions occurring on or prior to the date of the Change in Control, (iii) contains terms and conditions that are, in the aggregate, no less favorable to Indemnitee than those of the Indemnitee immediately prior to the Change in Control. The Company shall promptly notify Indemnitee of any good faith determination to reduce or not provide such coverage.

- (c) In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents reasonably necessary to enable the Company effectively to bring suit to enforce such rights.
12. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee to the extent Indemnitee has otherwise actually received payment (under any insurance policy, provision of the Certificate of Incorporation, By-law or otherwise) of the amounts otherwise indemnifiable under this Agreement.
13. Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event or to assume the defense of such Claim, with counsel reasonably satisfactory to the Indemnitee; provided, however, that if Indemnitee believes, after consultation with counsel selected by Indemnitee, that (i) the use of counsel chosen by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such Claim (including any impleaded parties) include both the Company and Indemnitee and Indemnitee concludes that there may be one or more legal defenses available to him or her that are different from or in addition to those available to the Company, or (iii) any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then Indemnitee shall be entitled to retain separate counsel (but not more than one law firm plus, if applicable, local counsel in respect of any particular Claim) at the Company’s expense. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any Claim relating to an Indemnifiable Event effected without the Company’s prior written consent. The Company shall not, without the prior written consent of the Indemnitee, effect any settlement of any Claim relating to an Indemnifiable Event which the Indemnitee is or could have been a party unless such settlement solely involves the payment of money and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such Claim. Neither the Company nor Indemnitee shall unreasonably withhold its or his or her consent to any proposed settlement; provided that Indemnitee may withhold consent to any settlement that does not provide a complete and unconditional release of Indemnitee.

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14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation, or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, executors, and personal and legal representatives. This Agreement shall continue in effect regardless of whether Indemnitee continues to serve as a director or officer of the Company or of any other enterprise at the Company's request. The Company shall require and cause any successor to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee and his or her counsel, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.
15. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable in any respect, and the validity and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired and shall remain enforceable to the fullest extent permitted by law.
16. Service of Process and Venue. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or any court of the United States located in the State of Delaware in the event any dispute arises out of this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement in any court other than the Court of Chancery of the State of Delaware or if, under applicable law exclusive jurisdiction over such matter is vested in the United States federal courts, any court of the United States located in the State of Delaware and (iv) consents to service being made through the notice procedures set forth in Section 17. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by U.S. certified mail, return receipt requested, to the respective addresses set forth in Section 17 shall be effective service of process for any suit or proceeding in connection with this Agreement.
17. Form and Delivery of Communications. Any notice, request or other communication required or permitted to be given to the parties under this Agreement shall be in writing and either delivered in person or sent by telecopy, overnight mail or courier service, or certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified from time to time by such party by like notice):

If to the Company:

Prins Bernhardplein 200  
1097 JB Amsterdam  
The Netherlands  
Attn: Corporate Secretary  
Facsimile: +31 (0)20 521 48 88

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If to Indemnitee, to the address set forth below Indemnitee's name on the signature page hereto.

18. Supersedes Prior Agreement. This Agreement supersedes any prior indemnification agreement between Indemnitee and the Company or its predecessors; provided, however, that this Agreement does not supersede or modify any prior agreement between Indemnitee and Wright Medical Group, Inc.
19. Governing Law. This Agreement shall be governed exclusively by and construed according to the substantive laws of the State of Delaware (USA) without regard to conflicts-of-laws principles that would require the application of any other law. If a court of competent jurisdiction shall make a final determination that the provisions of the law of any other jurisdiction govern indemnification by the Company of its officers and directors, then the indemnification provided under this Agreement shall in all instances be enforceable to the fullest extent permitted under such law, notwithstanding any provision of this Agreement to the contrary.
20. Specific Performance. The parties recognize that if any provision of this Agreement is violated by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnitee may elect to pursue.
21. No Right to Continue Employment or Service. Nothing in this Agreement is intended to create in Indemnitee any right to employment or continued employment or to continue in the service of the Company or any Affiliate.
22. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, with respect to the subject matter hereof, except as provided in Section 18.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**WRIGHT MEDICAL GROUP N.V.**

By: \_\_\_\_\_  
Name: Robert J. Palmisano  
Title: President and Chief Executive Officer

**INDEMNITEE:**

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

Facsimile:

**RESIGNATION AGREEMENT AND RELEASE OF CLAIMS**

This Resignation Agreement and Release of Claims (this “**Agreement**”) is made by and between Shawn T McCormick (“**Executive**”) and Tornier, Inc. (“**Tornier**” or the “**Company**”), a Delaware corporation and wholly-owned subsidiary of Tornier N.V., a public company with limited liability (*naamloze vennootschap*) organized under the laws of The Netherlands (“**Tornier N.V.**”). Executive and the Company are referred to individually as “**Party**” and collectively referred to as “**Parties**” in this Agreement.

A. Executive and the Company are parties to an employment agreement effective as of September 4, 2012 (the “**Employment Agreement**”), which, among other things, provides Executive certain payments and benefits in the event Executive’s employment is terminated by the Company without Cause (as defined in the Employment Agreement) or by the Executive for Good Reason (as defined in the Employment Agreement) during the 12-month period immediately following a Change in Control (as defined in the Employment Agreement).

B. In connection with the anticipated completion of the merger (the “**Merger**”) between Tornier N.V. and Wright Medical Group, Inc. (“**Wright**”), the Parties wish to provide for the ending of their employment relationship in an honorable, dignified and orderly manner, and understand and acknowledge that since the Merger constitutes a Change in Control (as defined in the Employment Agreement), the termination of Executive’s employment relationship will give rise to an obligation of the Company to provide Executive certain payments and benefits under Section 6(f) of the Employment Agreement.

C. Recognizing that a resignation from employment generally implicates potential transition and legal issues, the Company is willing to provide Executive with benefits in addition to those provided under Section 6(f) of the Employment Agreement in exchange for a full and final release of claims by Executive and Executive’s willingness to remain an employee of the Company for a limited period of time after completion of the Merger and become an independent consultant to the Company thereafter to ease the transition, pursuant to the terms set forth in this Agreement, including the Consulting Agreement attached hereto.

D. Executive does not believe that he has any claims against the Company, but Executive, nevertheless, agrees to resolve any actual and potential claims arising out of his employment with and separation from the Company by entering into this Agreement.

In consideration of this entire Agreement, including the Release and Consulting Agreement attached hereto, the receipt and legal sufficiency of which are hereby acknowledged, accepted and agreed to, the Parties, intending to be legally bound, hereby agree as follows:

1. **Resignation from All Board and Officer Positions as of Effective Time of Merger.** Executive agrees to and hereby resigns from all director and officer positions with Tornier N.V., the Company, and any and all subsidiaries and affiliates of Tornier N.V. and the Company, effective as of the effective time of the Merger (the “**Effective Time**”). In furtherance of the foregoing, upon the request of the Company, Executive agrees to execute and deliver to the Company any resignations or corporate, governmental or other

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documents necessary to effect his resignation as a director and/or officer of Tornier N.V., the Company and any and all subsidiaries and affiliates of Tornier N.V. and the Company; provided, however, that any such request of the Executive in furtherance of the foregoing will be reasonable.

2. **Resignation from Employment as of Resignation Date; Employment Prior to Resignation Date.**

- A. **Resignation from Employment; At-Will Employment Prior to Resignation Date; Entitlement to Severance Pay and Benefits and Other Payments.** Executive agrees to and hereby resigns as an employee of the Company effective as of the close of business on the three (3) month anniversary of the Effective Time or such other date as agreed upon by the Company and Executive (the “**Resignation Date**”). Notwithstanding the foregoing, nothing in this Agreement constitutes a promise by the Company or Executive of continued employment of Executive by the Company and Executive’s employment with the Company is and will remain “at-will,” meaning that either Executive or the Company may terminate Executive’s employment relationship with the Company at any time for any reason. In addition, notwithstanding the foregoing, if Executive accepts full-time employment with another employer prior to the Resignation Date as described above, the “Resignation Date” as used in this Agreement shall mean such earlier date on which Executive began such full-time employment and Executive’s employment with the Company will be deemed terminated as of such earlier date. In addition, notwithstanding the foregoing, if Executive’s employment is otherwise terminated for any reason prior to the Resignation Date as described above, the “Resignation Date” as used in this Agreement shall mean such earlier date on which Executive’s employment with the Company terminated. For the avoidance of doubt, the Parties understand, acknowledge and agree that regardless of the reason, if any, of the termination of Executive’s employment prior to the three (3) month anniversary of the completion of the Merger or such other date as agreed upon by the Company and Executive, Executive will be entitled to the Severance Pay and Benefits under Section 3 of this Agreement and, if such payments have been earned in accordance with the terms thereof, the payments under Sections 4.A. and 4.B. of this Agreement.
- B. **Continuing Benefits as Employee Prior to Resignation Date.** After the Effective Time and prior to the Resignation Date, Executive will remain an employee of the Company through the Resignation Date and continue to: (1) receive his base salary as in effect as of the Effective Time, payable in accordance with the customary payroll practices of the Company as the same exists from time to time; (2) be eligible to participate in health insurance, retirement, disability and other benefit programs provided to officers of the Company on terms no less favorable than those available to officers of the Company; (3) be entitled to the same number of vacation days, holidays, sick days and other benefits as are generally allowed to senior executives of the Company in accordance with the Company’s policies in effect from time to time; and (4) be authorized to incur reasonable expenses in the discharge of his services as an employee of the

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Company, in accordance with the Company's expense reimbursement policy, as the same may be modified by the Company from time to time. Notwithstanding the foregoing, Executive understands, acknowledges and agrees that he will not receive any annual or other equity awards after the Effective Time and prior to the Resignation Date or otherwise. After the Effective Time and prior to the Resignation Date, Executive will not be expected to travel or maintain office hours in the Bloomington, Minnesota office or any other office of the Company, but may perform his duties and responsibilities from his home, but will be available to Lance Berry on an as needed basis.

- C. **Continuing Obligations as Employee Prior to and After Resignation Date.** Executive understands, acknowledges and agrees that after the Effective Time and prior to the Resignation Date, Executive will continue to remain subject to the non-competition, confidentiality, non-interference, assignment of inventions and other obligations under Section 7 of the Employment Agreement, which obligations will remain in full force and effect, and will survive the termination of Executive's employment as provided therein.
3. **Severance Pay and Benefits.** Company and Executive understand, acknowledge and agree that the completion of the Merger, the resignation of Executive as an officer of the Company pursuant to Section 1 of this Agreement and the resignation of Executive as an employee of the Company pursuant to Section 2 of this Agreement results in an "involuntary separation of service" within the meaning of such term under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and thus Executive will be entitled to certain payments and benefits under Section 6(f) of the Employment Agreement, and pursuant to and in full satisfaction of the Company's obligations under Section 6(f) of the Employment Agreement, the Company will provide Executive with the following "Severance Pay and Benefits":
- A. **Severance Pay.** The Company will provide Executive a lump sum payment equal to \$565,999.50 ("**Severance Pay**"), less payroll withholdings that the Company reasonably believes are required by law or elected by Executive for state and federal income taxes, FICA and other applicable payroll deductions. The Severance Pay will be paid to Executive within fifteen (15) days after the Resignation Date.
- B. **Health Insurance Benefits.** If Executive timely elects continued coverage under the Company's group medical plan or group dental plan pursuant to section 4980B of the Code ("**COBRA**"), in accordance with ordinary plan practices, from the Resignation Date and through the last day of twelfth (12<sup>th</sup>) month after the Resignation Date, the Company will reimburse Executive in an amount equal to the difference between the amount Executive in fact pays for such COBRA continuation coverage and the amount paid by a full-time active employee for the same level of coverage elected by Executive.
- C. **Equity Award Acceleration.** The Company and Executive understand, acknowledge and agree that pursuant to the terms of the Tomier N.V. Amended and Restated 2010 Incentive Plan and the grant certificates representing equity awards granted to Executive thereunder, all unvested options to purchase ordinary shares of Tomier N.V. and stock grants in the form of restricted stock units granted to Executive by Tomier N.V. and held by Executive as of the Effective Time will become immediately vested and, in the case of the options, fully exercisable and will remain exercisable for the remainder of their respective terms, whether or not Executive remains as an employee or consultant of the Company, Tomier N.V. or Wright Medical Group N.V.

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In addition to the foregoing Severance Pay and Benefits, which will be paid or provided to Executive regardless of whether Executive signs this Agreement, the following amounts also will be paid to Executive regardless of whether Executive signs this Agreement: (1) Executive's base salary for the time Executive worked through the end of business on the Resignation Date; (2) any accrued but unused vacation to which Executive is entitled as of the Resignation Date; and (3) any unreimbursed business expenses incurred by Executive through the Resignation Date in the course of and pursuant to Tornier's expense reimbursement policies and procedures.

4. **Special Consideration.** Executive and the Company have agreed upon the Company's provision of the following special consideration (the "**Special Consideration**"), in exchange for Executive's entry into this Agreement and the Release attached as **Exhibit A** to this Agreement (the "**Release**"). Upon the expiration of the applicable Rescission Period, as described in the attached Release, without Executive's actual or attempted rescission of the Release, the Company will provide Executive with the following Special Consideration:
- A. **Pre-Merger Bonus Plan Payout.** Executive will be entitled to receive a pro-rated bonus under and pursuant to the terms of the Tornier N.V. 2015 Corporate Performance Incentive Plan ("**Tornier 2015 Bonus Plan**"), which bonus, if any earned thereunder, will be paid based on Tornier N.V.'s financial results through second quarter of fiscal 2015 and otherwise pursuant to the terms of the Tornier 2015 Bonus Plan; provided, however, that such bonus payout will be determined and paid to Executive within a reasonable period of time after the Effective Time of the Merger (the "**Pre-Merger Bonus Plan Payout**").
  - B. **Participation in Post-Merger Bonus Plan.** Executive will be eligible to receive a pro-rated bonus (the "**Post-Merger Bonus**") under and pursuant to the terms of a bonus plan that may be established by Wright Medical Group N.V. or the Company after the Effective Time based on the financial performance of Wright Medical Group N.V. or the Company after the second quarter of fiscal 2015 and through the remainder of its fiscal year ending December 27, 2015 (the "**Post-Merger Bonus Period**") and assuming a target incentive opportunity percentage of 50% of base salary for Executive, as pro-rated based on Executive's employment during the Post-Merger Bonus Period. Executive will be paid his Post-Merger Bonus, if any, after December 31, 2015, but prior to March 15, 2016.
  - C. **Consulting Agreement.** The Company will engage Executive as a Consultant pursuant to the terms of the Consulting Agreement attached hereto as **Exhibit B** (the "**Consulting Agreement**"), including without limitation the payment by the Company of consulting fees to Executive thereunder, which Consulting Agreement Executive agrees to sign as a condition of this Agreement. Company and Executive anticipate that the monthly level of bona fide services that Executive will perform for or on behalf of the Company and any of its subsidiaries or affiliates following the Resignation Date pursuant to the terms of the Consulting Agreement will be less than twenty percent (20%) of the average monthly level of bona fide services performed by Executive over the thirty-six (36) month period immediately preceding the Resignation Date and execution of the Consulting Agreement.

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For the avoidance of doubt, the term “Special Consideration” does not include the following amounts which will be paid or provided to Executive regardless of whether Executive signs this Agreement: (1) Severance Pay and Benefits pursuant to Section 3 of this Agreement; (2) Executive’s base salary for the time Executive worked through the end of business on the Resignation Date; (3) any accrued but unused vacation to which Executive is entitled as of the Resignation Date; and (4) any unpaid business expenses incurred by Executive through the Resignation Date in the course of and pursuant to the Company’s expense reimbursement policies and procedures.

5. **Mutual Agreement to Release Claims.** In exchange for the Special Consideration referenced in Section 4 above and the other undertakings of the Company stated in this Agreement and the Consulting Agreement attached as **Exhibit B**, Executive agrees to voluntarily sign the Release, in the form of **Exhibit A**, after his employment has ended. Executive understands that he is not entitled to the Special Consideration described in this Agreement, unless he signs, and does not rescind, the Release in the form of Exhibit A.
6. **Compliance with Prior Agreements and Company Policies and Procedures.** Executive confirms that Executive remains bound by the terms of all prior agreements which Executive has entered into with the Company and its parent companies, subsidiaries and affiliates, including without limitation the Employment Agreement, and all policies and procedures of the Company and its parent companies, subsidiaries and affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, including without limitation the Tomier N.V. Code of Conduct on Confidentiality and Insider Trading, Tomier N.V. Code of Business Conduct and Ethics and the Tomier N.V. Global Disclosure Policy. Executive understands, acknowledges and agrees that many of the terms in such prior agreements and Company policies and procedures extend beyond the Resignation Date, including without limitation his duty to maintain as confidential all confidential, proprietary or trade secret information of the Company, its parent companies, subsidiaries and affiliates, his duty not to compete with the Company, his duty not to interfere with Company employees, agents, customers or prospective customers and his duty not to trade in Company securities when in possession of material nonpublic information.

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7. **No Right to Reemployment.** Executive understands, acknowledges and agrees that his employment with the Company will terminate effective as of the Resignation Date and Executive will have no express or implied right or entitlement to reinstatement or reemployment with the Company following the Resignation Date. Executive understands, acknowledges and agrees that the Company may use this Agreement as the sole reason to reject any inquiry or application for employment Executive may make.
8. **Agreement to Cooperate in Transition; Return of Property.** Both before and after the Resignation Date, Executive will cooperate with the Company in its transition efforts as follows: (1) Executive agrees to be available, on a reasonable basis, to answer questions that may arise relating to Executive's employment with or duties to the Company; (2) upon request of the Company, Executive agrees to execute and deliver to the Company any resignations or corporate, governmental or other documents necessary to effect his resignation as a director and/or officer of Tomier N.V., the Company and any subsidiaries and affiliates and his separation from the Company and its parent companies, subsidiaries and affiliates; provided, however, that any such request of the Executive in furtherance of the foregoing will be reasonable; (3) Executive will return, before the Resignation Date, and will not retain in any form or format, all Company documents, data, trunk stock and other property in Executive's possession or control, including without limitation Company-owned equipment such as computers, laptops, etc.; provided, however, that Executive may retain his iPad, iPhone and cell phone number; and provided, further that Executive may retain his computer through the term of the Consulting Agreement attached as **Exhibit B**; (4) after returning these documents, data and other property, Executive will permanently delete from any electronic media in Executive's possession, custody or control (such as computers, his iPad, iPhone and other smart phones, cell phones and hand-held devices, and back-up devices, zip drives, etc.) or to which Executive has or may have had access (such as remote e-mail exchange servers, back-up servers, off-site storage, etc.), all documents or electronically stored images of the Company, including writings, drawings, graphs, charts, sound recordings, images, and other data or data compilations stored in any medium from which such information can be obtained; and (5) Executive agrees to provide the Company with a list of any documents that Executive created or is otherwise aware that are password-protected and the password(s) necessary to access such password-protected documents. Company "documents, data, and other property" includes, without limitation, computers, fax machines, cell phones, access cards, keys, reports, manuals, records, product samples, trunk stock, correspondence and/or other documents or materials related to the business of the Company or any its parent companies, subsidiaries or affiliates that Executive has compiled, generated or received while working for the Company, including all copies, samples, computer data, disks, or records of such material. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive returning all Company documents, data, trunk stock, and other property and cooperating with the Company as set forth above.
9. **Agreement to Cooperate in Investigations and Litigation.** Executive agrees that Executive will, at any future time, be available upon reasonable notice from the Company, with or without a subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities, with respect to matters

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and/or disputes concerning which Executive has or may have knowledge as a result of or in connection with Executive's employment by the Company. In performing Executive's obligations under this Section 9 to testify or otherwise provide information, Executive will honestly, truthfully, forthrightly, and completely provide the information requested. Executive will comply with this Agreement upon notice from the Company that the Company or its attorneys believe that Executive's compliance will assist in the resolution of an investigation or the prosecution or defense of claims. Executive understands and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive cooperating with the Company in investigations and litigation. From and after the Resignation Date, the Company agrees to pay Executive not less than \$400 per hour or \$2,500 per day if at least four hours of time are required for time spent by Executive in performing Executive's obligations under this Section 9 and to reimburse Executive for all reasonable, out-of-pocket travel and other pre-approved expenses (including attorneys' fees) incurred by Executive in connection with Executive performing his obligations under this Section 9; provided, however, that the investigation or claim does not involve any alleged wrongdoing by Executive. Notwithstanding any of the foregoing, any such request of the Executive to perform Executive's obligations under this Section 9 will be reasonable and recognize that Executive is not a full-time or other employee with the Company and that Executive may be employed elsewhere or have other time commitments that may limit his ability to perform his obligations under this Section 9.

10. **Non-Disparagement.** Executive agrees that Executive will make no defamatory, disparaging, critical, derogatory or negative oral or written comments regarding the Company, or its products or services. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive's compliance with this non-disparagement requirement. The Company agrees that neither the Company nor any of its parent companies, subsidiaries or affiliates (specifically by and/or through senior-level management personnel and Board members) will make any defamatory, disparaging, critical, derogatory or negative oral or written comments regarding Executive.
11. **Not a Designated Spokesperson.** Effective as of the Effective Time, Executive will not be a designated spokesperson of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates. Accordingly, Executive will not be authorized to: (1) speak on behalf of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates with analysts, market professionals, investors, members of the media, customers, sales agents, distributors, employees or otherwise; (2) issue statements on behalf of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates; or (3) communicate information about the Company or Tomier N.V. to any such persons, unless specifically asked to do so in writing by the current President and Chief Executive Officer or Chief Financial Officer of Wright Medical Group N.V. Executive will refer all inquiries from such persons or any request for an interview to either the current President and Chief Executive Officer or Chief Financial Officer of Wright Medical Group N.V. These obligations are in addition to Executive's confidentiality and other obligations under this Agreement, the Employment Agreement, the Consulting Agreement and policies and

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procedures of the Company and its parent companies, subsidiaries and affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, including without limitation the Tornier N.V. Code of Conduct on Confidentiality and Insider Trading, the Tornier N.V. Code of Business Conduct and Ethics and the Tornier N.V. Global Disclosure Policy. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive's compliance with this Section 11.

12. **Tax Withholding.** All amounts payable to Executive under this Agreement will be reduced by all applicable U.S. federal, state, local, foreign and other withholdings and similar taxes and payments required by applicable law.
13. **Indemnification.** The Parties to this Agreement hereby understand, acknowledge and agree that the provisions of: (i) Article 17 of Tornier N.V.'s Articles of Association; (ii) any similar provisions in the charter documents of the Company and any affiliated entity and (iii) the Indemnification Agreement dated as of September 4, 2012 between Tornier N.V. and Executive are incorporated herein and made a part hereof as if set out verbatim and remain in full force and effect in accordance with their respective terms.
14. **Legal Counsel and Fees.** The Parties to this Agreement agree to bear their own respective costs and attorneys' fees, if any. Executive acknowledges that the Company, by this Agreement, has advised him to consult with an attorney of his choice prior to executing this Agreement and the Release and Consulting Agreement. Executive's decision whether to sign this Agreement, the Release and Consulting Agreement is Executive's own voluntary decision made with full knowledge that the Company has advised Executive to consult with an attorney. The Company will not advance or reimburse any attorneys' fees, costs or expenses incurred by Executive in connection with any such review.
15. **No Admission of Wrongdoing.** This Agreement, including the Release and Consulting Agreement, will not be construed as an admission of liability for any of the claims released by Executive or in connection with any other matter.
16. **Successors and Assigns.** Executive agrees that the promises in this Agreement, including the Release and Consulting Agreement, benefit the Company and also any successor or assignee of the Company's business or operations, including without limitation Wright Medical Group N.V. The Company agrees that its promises in this Agreement will be binding on any successor or assignee of its business or operations. Executive represents and warrants that Executive has not assigned or transferred in any manner, or purported to assign or transfer in any manner, to any person or entity, any claim or interest that is the subject of this Agreement.
17. **Entire Agreement/Merger; Other Written Agreements.** Subject to Executive's agreement, as set forth above, to abide by other agreements with the Company and all Company policies and procedures of the Company or any of its parent companies, subsidiaries or affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, this, together with the Employment Agreement, the Release

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attached as **Exhibit A** and the Consulting Agreement attached as **Exhibit B**, is the entire agreement between Executive and the Company relating to Executive's employment and Executive's termination from employment, and Executive's right to any severance pay and benefits. Except as expressly provided otherwise in this Agreement, this Agreement supersedes all prior oral and written agreements and communications between the Parties. This Agreement will not be modified, amended or terminated, except by a written agreement manually signed by both Parties. The parties understand, acknowledge and agree that from and after the Effective Time, Section 4 of the Employment Agreement will not prohibit Executive from serving on the board of directors of more than two companies.

18. **Interpretation of this Agreement.** This Agreement, including the Release attached as Exhibit A, is to be interpreted as broadly as possible to achieve Executive's intention to resolve all of Executive's Claims against the Company. If this Agreement is held by a court to be inadequate to release a particular claim encompassed within Executive's Claims, this Agreement will remain in full force and effect with respect to all the rest of Executive's Claims. In case any one or more of the provisions of this Agreement will be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
19. **Governing Law and Venue.** Executive understands that the Company's principal place of business is in Bloomington, Minnesota, and accordingly, Executive agrees that this Agreement will be governed by, and be construed and enforced in accordance with Minnesota law, without reference to choice of law, except to the extent it is pre-empted by federal law. Executive agrees that any dispute relating to this Agreement must be brought in the state or federal court within the State of Minnesota, Hennepin County.
20. **Remedies.** In the event that Executive breaches Executive's obligations under this Agreement, including the Release and Consulting Agreement, or the Employment Agreement or the Company learns that Executive's representations and warranties contained in this Agreement are false, the Company will have the right to bring a legal action for appropriate equitable relief as well as damages, including reasonable attorneys' fees, and will also have to right to suspend payment of the Special Consideration set forth in this Agreement and/or to recover, in addition to any equitable relief and damages allowed by law, the Special Consideration Executive has received under this Agreement.
21. **Notices.** All communications under this Agreement will be in writing and will be delivered by hand or mailed by overnight courier or by registered or certified mail, postage prepaid:

(A) If to the Executive,

Shawn McCormick  
3016 137th Ave NE  
Ham Lake, MN 55304

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or at such other address as the Executive may have furnished the Company in writing, and

(B) If to the Company, at 1023 Cherry Road, Memphis, Tennessee 38117, marked for the attention of the President and Chief Executive Officer, or at such other address as it may have furnished in writing to the Executive.

Any notice so addressed will be deemed to be given: if delivered by hand, on the date of such delivery; if mailed by courier, on the first business day following the date of such mailing; and if mailed by registered or certified mail, on the third business day after the date of such mailing.

22. **Representations and Warranties.** Executive represents and warrants that Executive is aware of no alleged or potential violations of law, liabilities, claims or demands of any kind or nature that have been or could be made against the Company by Executive or any other person or entity, except as otherwise previously reported by Executive in accordance with the Company's policies and procedures. Executive represents that he has carefully read this entire Agreement, including the Release and Consulting Agreement, and understands all of its terms. Executive represents that no promise or inducement has been offered to Executive except as set forth herein, and that this Agreement is executed without reliance upon any statement or representation by the Company or any representative or agent of the Company. Executive warrants that he has full legal authority to release any and all claims as specified herein and in the Release and to undertake all other obligations as specified herein. Executive represents and warrants that he enters into this Agreement, including the Release and Consulting Agreement, voluntarily and with full knowledge and understanding of Executive's legal rights and obligations. Executive understands that this Agreement, including the Release and Consulting Agreement, will have a final and binding effect and that by executing this Agreement, including the Release and Consulting Agreement, he may be giving up legal rights. Executive intends this Agreement, including the Release and Consulting Agreement, to be legally binding.

*[Remainder of page intentionally left blank]*

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**EXECUTIVE**

Dated: October 1, 2015

/s/ Shawn T McCormick  
Shawn T McCormick

**TORNIER, INC.**

Dated: October 1, 2015

By: /s/ Greg Morrison  
Greg Morrison  
Its: Senior Vice President, Global Human Resources and HPMS

**RELEASE OF CLAIMS**

1. **Definitions.** I intend all words used in this Release of Claims (“**Release**”) to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:
- A. “**Employee**,” “**I**,” “**me**,” and “**my**” include both me, Shawn T McCormick, and anyone who has or obtains any legal rights or claims through me.
  - B. “**Employer**” or “**Tornier**,” for the purpose of this Release, shall at all times mean Tornier, Inc. and its related entities (including without limitation Tornier N.V. and Wright Medical Group, Inc.), parent entities, subsidiaries, successors and assigns, present or former officers, directors, shareholders, agents, employees, representatives and attorneys, whether in their individual or official capacities, delegates, benefit plans and plan administrators, and insurers.
  - C. “**My Claims**” mean any and all actual potential, threatened, unthreatened, known or unknown, accrued or unaccrued claims of any kind whatsoever I, may have had, currently have or currently may have against Employer, regardless of whether I now know about those claims, that are in any way related to or arose in the course of my employment with or separation (resignation from employment) from the Employer, including, but not limited to, claims for invasion of privacy; breach of written or oral, express or implied contract; fraud or misrepresentation; the Age Discrimination in Employment Act of 1967 (“**ADEA**”), 29 U.S.C. § 626, as amended, the Older Workers Benefit Protection Act of 1990 (“**OWBPA**”), 29 U.S.C. § 626(f); violation of the National Labor Relations Act (“**NLRA**”), 29 U.S.C. § 151, et seq., Federal Fair Labor Standards Act (“**FLSA**”), 29 U.S.C. § 203(s), 29 U.S.C. 626(f), Title VII of the Civil Rights Act of 1964 (“**Title VII**”), 42 U.S.C. § 2000e, et seq., the Americans with Disabilities Act (“**ADA**”), 29 U.S.C. § 2101, et seq., the Family and Medical Leave Act (“**FMLA**”), 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act of 1974 (“**ERISA**”), as amended, 29 U.S.C. §§ 1001, et seq., Equal Pay Act (“**EPA**”), 29 U.S.C. § 206(d), the Worker Adjustment and Retraining Notification Act (“**WARN**”), 29 U.S.C. § 2101, et seq., False Claims Act 31 U.S.C. § 3729, et seq., Anti-Kickback Statute 42 U.S.C. § 1320a, et seq., Minnesota Whistleblower Act, Minn. Stat. § 181.931, et seq., the Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq., the Minneapolis and St. Paul Civil Rights ordinances, and all other county or local ordinances or regulations, Minnesota Statutes § 181, et seq., and any other foreign, federal, state, or local statute, law, rule, regulation, ordinance or order. My Claims include, but are not limited to, claims for violation of any civil rights laws based on protected class status; claims for assault, battery, defamation, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence, negligent hiring, retention or supervision, retaliation,

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constructive discharge, violation of whistleblower protection laws, false claim laws, improper payments, unjust enrichment, violation of public policy, all other claims for unlawful employment practices, and all other claims of any kind, including but not limited to those under common law, statute, regulation, or ordinance.

2. **Unknown Claims.** In waiving and releasing any and all actual, potential, or threatened claims against the Employer, whether or not now known to Employee, Employee understands that this means that if Employee later discovers facts different from or in addition to those facts currently known by Employee, or believed by him to be true, the waivers and releases of this Agreement will remain effective in all respects – despite such different or additional facts and Employee’s later discovery of such facts, even if Employee would not have agreed to this Agreement if he had prior knowledge of such facts.
3. **Confirmation of No Claims, Etc.** To the fullest extent permitted by law and except as otherwise previously reported by Executive in accordance with the Company’s policies and procedures, Employee represents and affirms that (i) Employee has not initiated, filed or caused to be initiated or filed on Employee’s behalf any claim for relief against the Employer and, to the best of Employee’s knowledge and belief, no outstanding claims for relief have been initiated, filed or asserted against the Employer or any Releasee on Employee’s behalf regarding any conduct or activities that Employee believes would be improper, unethical or illegal under the Employer’s policies, procedures, or any applicable law, including but not limited to any violation of the Sarbanes-Oxley Act or any federal, state, city and/or municipal statute or ordinance, the False Claims Act or Anti-kickback Statute; and (ii) has no knowledge of any conduct or activities that Employee believes would be improper, unethical or illegal under the Employer’s Code of Ethics and Business Conduct or any applicable law, including but not limited to any violation of the Sarbanes-Oxley Act or any Federal, state, city and/or municipal statute or ordinance, the False Claims Act or Anti-kickback Statute. Employee also agrees and acknowledges that he has advised the Employer of all facts or circumstances that he believes may constitute a violation of the Employer’s legal obligations, including but not limited to any violation of the Sarbanes-Oxley Act, the False Claims Act, Anti-kickback Statute or any other legal obligations, that Employer has resolved those issues to Employee’s satisfaction, and Employee is satisfied that the Employer did not violate any of its legal obligations.
4. **Agreement to Release All Claims Known and Unknown.** I agree to give up all My Claims, waive any rights thereunder, and withdraw any and all of My Claims and lawsuits against Employer. My release (waiver) of My Claims is effective without regard to the legal nature of the claims raised and without regard to whether any such claims are based upon tort, equity, implied or express contract, statute, regulation, ordinance or discrimination of any sort. If and to the extent any release or waiver created by this Agreement is found to be illegal or improper as to any protected claim under applicable law, then that release or waiver will be deemed void as to the protected claim at issue from inception; however, the voiding of that release or waiver will have no effect on the remainder of this Agreement; and all remaining releases and waivers in this Agreement

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will continue in effect to the maximum extent allowed by law. In exchange for my agreement to release My Claims, I am receiving satisfactory Consideration from Employer to which I am not otherwise entitled by law, contract, or under any Employer policy. The Consideration I am receiving is a full and fair payment for the release of all My Claims. Employer does not owe me anything in addition to what I will be receiving as Consideration for the release, withdrawal and waiver of My Claims.

5. **Exclusions from Release.**

- A. My Claims do not include my rights to enforce the terms of the Resignation Agreement dated as of October 1, 2015 between Tornier and me; my rights to enforce the terms of the Consulting Agreement dated as of [●], 2015 between Tornier and me; my rights to enforce any terms of the Employment Agreement dated as of September 4, 2012 between Tornier and me which survive the termination of my employment with Tornier; any right to defense, indemnification or contribution, whether pursuant to Tornier's articles of association, certificate of incorporation or bylaws, or contract, applicable law or otherwise for claims brought against me in my capacity as an officer, director, employee or agent of Tornier; rights as a shareholder of Tornier; my rights to assert claims that are based on events occurring after this Release becomes effective; and any other rights which cannot be waived or release under applicable law.
- B. The Older Workers Benefit Protection Act ("OWBPA") applies to individuals age 40 and older and sets forth certain criteria for such individuals to waive their rights under the Age Discrimination in Employment Act ("ADEA") in connection with an exit incentive program or other employment termination program. I understand and have been advised that, if applicable, the above release of my Claims is subject to the terms of the OWBPA. The OWBPA provides that a covered individual cannot waive a right or claim under the ADEA unless the waiver is knowing and voluntary. If I am a covered individual, I acknowledge that I have been advised of this law, and I agree that I am signing this Release voluntarily, and with full knowledge of its consequences. I understand that the Employer is giving me twenty-one (21) days from the date I received a copy of this Release to decide whether I want to sign it. I acknowledge that I have been advised to use this time to consult with an attorney about the effect of this Release. If I sign this Release before the end of the twenty-one (21) day period it will be my personal, voluntary decision to do so, and will be done with full knowledge of my legal rights. I agree that material and/or immaterial changes to the attached Resignation Agreement to which this relates or this Release will not restart the running of this consideration period. I also acknowledge that the Agreement, this Release and any other attachments or exhibits have each been written in a way that I understand.
- C. The term "Claims" does not include my rights, if any, to claim the following: unemployment insurance benefits; workers compensation benefits; claims for my vested post-termination benefits under any 401(k) or similar tax-qualified

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retirement benefit plan; my rights to group health plan coverage pursuant to section 4980B of the Internal Revenue Code of 1986, as amended (“**COBRA**”); my rights to enforce the terms of the Agreement or this Release; or my rights to assert claims that are based on events occurring after this Release becomes effective.

- D. Nothing in my Resignation Agreement or this Release interferes with my right to file or maintain a charge with the Equal Employment Opportunity Commission (“**EEOC**”) or other local civil rights enforcement agency, or participate in any manner in an EEOC or other such agency investigation or proceeding. I understand, however, that I am waiving my right to recover individual relief including, but not limited to, back pay, front pay, reinstatement, attorneys’ fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, me, or any other party.
  - E. Nothing in this Release interferes with my right to challenge the knowing and voluntary nature of this Release under the ADEA and/or OWBPA.
  - F. I agree that the Employer reserves any and all defenses, which it has or might have against any claims brought by me. This includes, but is not limited to, the Employer’s right to seek available costs and attorneys’ fees as allowed by law, and to have any monetary award granted to me, if any, reduced by the amount of money that I received in consideration for this Release.
6. **Required Disclosures.** Nothing in this Release prohibits or restricts Employee from (i) making any disclosure of information required by law; (ii) filing a charge with, providing truthful information to, or testifying or otherwise cooperating or assisting in any investigation or proceeding brought by, any governmental agency, such as the Department of Labor, Equal Employment Opportunity Commission, or similar state or federal agency, or any designated legal, compliance or human resources officer designated by the Employer; or (iii) reporting an illegal act to any duly authorized law enforcement agency. However, to the maximum extent allowed by applicable law, (A) Employee waives and releases any right to bring, directly or indirectly to benefit or profit from, accept any relief in, or assign any right to any qui tam False Claims Act, Anti-kickback statute or other lawsuit relating to his employment with Employer, and (B) if Employee files such a charge or complaint, Employee waives Employee’s right to recover damages or obtain personal relief of any kind with respect to the matters released by this Agreement, and Employee agrees to assign any such monetary recovery that Employee may obtain despite this waiver, to the Employer.
7. **Right to Rescind and/or Revoke.** I understand that insofar as this Release relates to my rights under the Age Discrimination in Employment Act (“**ADEA**”), it shall not become effective or enforceable until seven (7) days after I sign it. I also have the right to revoke this Release insofar as it extends to potential claims under the ADEA by written notice to the Employer within seven (7) calendar days following the date I sign this Release. I understand that insofar as this Release relates to my rights or potential claims under the Minnesota Human Rights Act (“**MHRA**”), it shall not become effective or enforceable

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until fifteen (15) days after I sign it. I have the right to rescind this Release only insofar as it extends to potential claims under the MHRA, within fifteen (15) calendar days as to waiver of claims under the MHRA. Any such rescission must be in writing and hand-delivered to Employer's attorneys or, if sent by mail, postmarked within the applicable rescission period, sent by certified mail, return receipt requested, and addressed as follows:

- (1) post-marked within the seven (7) or fifteen (15) day rescission period;
- (2) properly addressed to:  
Greg Morrison  
Senior Vice President, Global Human Resources and HPMS  
Tomier, Inc.  
1023 Cherry Road  
Memphis, Tennessee 38117; and
- (3) sent by certified mail, return receipt requested.

I understand that the Consideration I am receiving for settling and releasing My Claims is contingent upon my agreement to be bound by the terms of this Release. Accordingly, if I decide to revoke this Release, I understand that I am not entitled to the Consideration offered in the Settlement Agreement. I further understand that if I attempt to revoke or rescind my release of any claim, I must immediately return to Employer's counsel designated above the Consideration I have received under my Settlement Agreement.

8. **I Understand the Terms of this Release.** I have had the opportunity to read this Release carefully and understand all its terms. I have reviewed this Release with my own attorney. In agreeing to sign this Release, I have not relied on any statements or explanations made by Employer or their attorneys.

**EXECUTIVE**

, 2015

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Shawn T McCormick

**CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is made effective as of the [●] day of [●], 2015 (“**Effective Date**”) by and between Tornier, Inc., and all subsidiaries and affiliates owned or controlled, directly or indirectly, by Tornier (“**Tornier**”), located at 10801 Nesbitt Avenue South, Bloomington, MN 55437, and Shawn T McCormick (“**Consultant**”). Tornier and Consultant are referred to individually as “**Party**” and referred to collectively as “**Parties**” in this Agreement.

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agrees as follows:

9. **Consulting Services.** Consultant agrees to render consulting services of the nature described in the Addendum signed by the Parties and attached hereto, and as may be requested from time to time by Tornier. The Addendum is incorporated into and made part of this Agreement. Consultant may determine, in Consultant’s sole discretion, the means and manner of performing the Services except as expressly limited by this Agreement. Tornier retains the right to require that Consultant satisfactorily perform the Services. Consultant will be responsible for furnishing such supplies, tools and equipment as may be necessary to complete Consultant’s tasks under this Agreement. Consultant will perform and/or personally supervise all services provided to Tornier under this Agreement. Consultant may set his own hours with respect to Consultant’s duties under this Agreement. Nothing in this Agreement will be construed so as to prohibit Consultant from pursuing other work, except to the extent that such work would conflict with Consultant’s duties under this Agreement.
10. **Compensation.** Tornier will pay to Consultant, as compensation for the services performed hereunder, the amount or amounts stated in the Addendum to this Agreement. Tornier will be responsible to pay for hours actually worked by Consultant in performing services under the Addendum, subject to the minimum monthly payment, but Tornier will not be responsible for payment for normal commuting time nor, if travel is required, for travel time in excess of a total time of eight (8) hours per day. Tornier will reimburse Consultant for all agreed-upon travel (other than the normal daily expenses of working and commuting) and other reasonable expenses incurred in connection with performing services for Tornier. Consultant will submit invoices to Tornier at least once per month, and payment of agreed-upon charges will be made within thirty (30) days of receipt of invoice. If invoices are not submitted within forty-five (45) days after services are performed, Tornier will not consider invoices for payment. The Consultant agrees not to incur any expenses in Tornier’s name without the prior written authorization of Tornier.
11. **Taxes.** Consultant is an independent contractor and will have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by Tornier to Consultant hereunder and any

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amounts paid by Consultant to its employees. Consultant will indemnify and hold Tomier harmless against any claim or liability (including penalties) resulting from failure of Consultant to pay such taxes or contributions, or failure of Consultant to file any such tax forms. Tomier will file and provide to consultant the appropriate Form 1099 relating to payments made pursuant to this Agreement.

12. **Insurance.** Consultant will maintain, at Consultant's expense, such insurance as will fully protect Consultant from any claims for damage for bodily injury, including death, and for property damage, which may arise from Consultant's activities under this Agreement, whether such activities are performed by Consultant or by any subcontractor or anyone directly or indirectly employed by either of them.
13. **Confidential Information.** Confidential Information will mean written information, oral information, or information obtained by the inspection of tangible objects, that relates to, business, technical, customer, marketing, and financial information (whether written, oral or otherwise), including without limitation, ideas, inventions, trade secrets, know how, documents, charts, lists, software, drawings, materials, goods, product designs and plans, equipment or samples, disclosed or delivered to Consultant by Tomier, or arising from work or services done by Consultant for Tomier. Confidential Information will not include to any information for which that Consultant can demonstrate by competent written proof was (A) known to the public at the time of Tomier's disclosure to Consultant or entered the public domain thereafter through no fault of Consultant; (B) in Consultant's possession free of any obligation of confidentiality at the time of Tomier's disclosure to Consultant; or (C) rightfully communicated to Consultant by a third party who was not under any obligation of confidentiality.
14. **Authorized Uses.** Confidential Information will be used by the Consultant only for purposes authorized in writing by Tomier, will be treated by the Consultant as confidential proprietary information of Tomier, and will not be reproduced or disclosed or made available to others without prior written permission of Tomier except to those that have a specific need to know. The Consultant will take at least those measures that Consultant takes to protect its own highly confidential information. The Consultant will reproduce Tomier's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The authorized uses of Confidential Information are limited to (A) performing the consulting services described in the Addendum; (B) supplying Tomier with goods or services; or (C) any other purpose Tomier may hereafter authorize in writing. Consultant will immediately notify Tomier of receipt by Consultant or any of his agents of any process, subpoena, demand, or request by any third party, requiring or requesting the production of Confidential Information.
15. **Title.** The title to the Confidential Information provided to Consultant by the Tomier, including without limitation any tangible property, will be vested in Tomier. Nothing in this Agreement is intended to grant any rights to the Consultant under any patent, mask work right or copyright of Tomier, nor will this Agreement grant the Consultant any rights in or to Confidential Information except as expressly set forth herein.

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16. **Representations, Warranties and Indemnification.**

- A. The Consultant represents that during the term of this Agreement no business relationships, employment relationships and consulting obligations of the Consultant will be a conflict with the obligations to Tomier set forth herein, or involve the disclosure of Confidential Information, and/or interfere with the performance of the Consultant's obligations under this Agreement.
- B. The Consultant warrants to Tomier that the Consultant: (1) has the right to enter into this Agreement; (2) has no obligations to any other person or organization that are in conflict with the Consultant's obligations under this Agreement; and (3) that all Consultant's work product is and will be original, and will not infringe the copyrights, trade secrets, rights of privacy or similar proprietary rights of others.

17. **Term and Termination.**

- A. Either Party will have the right to terminate this Agreement upon ten (10) days written notice to the other Party.
- B. This Agreement will automatically expire on the nine (9) month anniversary of the Effective Date, unless extended by the mutual written agreement of the Parties.
- C. The continuing obligations of Consultant under this Agreement with respect to Confidential Information will survive for five (5) years after the termination date of this Agreement.

18. **Independent Contractor/No Agency.** Nothing in this Agreement may be construed to establish Tomier as an employer and Consultant as an employee, to establish either party hereto as a partner or agent of the other party, or to create any other form of legal association that would impose liability upon a party for any act or omission of the other party or provide a party with the right, power, or authority to create or impose any duty or obligation on the other party, it being intended that each party hereto will remain an independent contractor acting in its own name and for its own account. Consultant agrees that the Consultant is not entitled to any Tomier employee benefits or benefit plans of any kind, including but not limited to, worker's compensation insurance, unemployment insurance, health insurance, life insurance, pension plan or any other benefit or insurance that Tomier provides to its employees. In the event the United States Internal Revenue Service ("**IRS**") makes a determination contrary to the status of consultant, Consultant will furnish to Tomier a completed and fully executed IRS Form 4669 on or before April 15 of the year such request is made by Company. The submission of such Form 4669 will not be deemed to create an employer-employee relationship. Consultant will not take a position on its income tax return inconsistent with Consultant's status as an independent contractor and will cooperate in any inquiry and dispute regarding Consultant's status as an independent contractor that may arise from an IRS audit of Tomier.

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19. **Third-Party Confidential Information.** The Consultant understands that Tomier does not desire to receive any confidential information in breach of the Consultant's obligation to others and agrees that during the term of this Agreement, the Consultant will not disclose to Tomier or use in the performance of services for Tomier, any confidential information in breach of the obligations to any third party.
  20. **Use of Consultant's Written Materials.** Tomier will have the right, at no additional charge, to use, modify, reproduce and prepare derivative works based on the Consultant's documentation and literature, provided to Tomier by Consultant in connection with the performance of services under this Agreement, including without limitation, operating and maintenance manuals, technical publications, prints, drawings, training manuals, sales literature and other similar materials.
  21. **No Commitment.** It is understood that this Agreement does not obligate Tomier to request proposals, bids or estimates from or to enter into contracts or place orders with the Consultant, and does not constitute all of the conditions or terms of a contract, request, or order from Tomier to the Consultant. Further conditions and terms of any such contract, request or order will be agreed upon between Parties from time to time.
  22. **No Reverse Engineering.** Except as expressly provided herein, the Consultant will not (A) reverse engineer or analyze samples furnished by Tomier; (B) create derivatives of such samples for commercial purposes; or (C) file any patent application containing a claim to any subject matter derived from the Confidential Information, without the prior written consent of Tomier.
  23. **Return of Confidential Information.** At any time upon Tomier's request, or upon the termination of this Agreement, all records and any compositions, articles, devices, Inventions and other items which disclose or embody Confidential Information (and all copies thereof) will be promptly returned to Tomier and not retained by the Consultant or the Consultant representatives in any form. Analyses, summaries or other writings prepared by the Consultant or the Consultant advisors based on the Confidential Information will be promptly destroyed and all electronic memories data containing Confidential Information, including archival media, will be promptly purged of such Confidential Information.
  24. **Injunctive Relief.** The Consultant also agrees that, in the event of any breach or threatened breach, Tomier will be entitled to equitable relief, including injunctive relief and specific performance without posting a bond. Such relief will not be exclusive of Tomier, but will be in addition to all other remedies. In the event disclosure is legally compelled, the Consultant will provide Tomier with prompt written notice so that Tomier can seek appropriate protections and remedies.
  25. **Disclaimer.** Tomier provides Confidential Information disclosed hereunder on an "AS IS" basis, without warranties of any kind. Without limiting the foregoing, Tomier does not represent or warrant that such Confidential Information is accurate, complete or current. The disclosure of Confidential Information is for discussion purposes only. Tomier may change the content of Confidential Information at any time at Tomier's sole discretion.

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26. **Applicable Law and Jurisdiction.** The provisions of this Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota (without giving effect to the choice of law principles thereof). Tornier and Consultant each hereby (A) agrees that any action, cause of action, claim, or dispute arising under or relating to this Agreement must be brought only in the courts of the State of Minnesota, located in the County of Hennepin, or the federal court of the United States located in the District of Minnesota; (B) expressly consents to personal jurisdiction in the State of Minnesota, with respect to such action, cause of action, claim, or dispute; (C) irrevocably and unconditionally consents to the exclusive jurisdiction and venue of such courts for the purposes of enforcing the terms of this Agreement or interpreting any provision, remedying any breach, or otherwise adjudicating any action, cause of action, claim, or dispute of or under this Agreement; (D) irrevocably and unconditionally waives any objection to the jurisdiction and venue required in this Section 18; and (E) agrees not to plead or claim in any such court that any such action, cause of action, claim, or dispute has been brought in an inconvenient forum. The Consultant hereby irrevocably appoints the Secretary of State of the State of Minnesota as his agent for service of any process, summons or other document related to initiating any action hereunder to enforce the rights of Tornier.
27. **Miscellaneous.** No amendment to this Agreement will be binding upon the Parties unless it is in writing and executed by both Parties. The failure of either Party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either Party of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. If any provision or clause of this Agreement, or the application thereof under certain circumstances is held invalid, the remainder of this Agreement, or the application of such provision or clause under other circumstances, will not be affected thereby.
28. **Export Control.** The Consultant agrees not to export, directly or indirectly, any U.S. source technical data acquired from Tornier or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date written below.

**CONSULTANT**

**TORNIER, INC.**

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Shawn T McCormick

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Greg Morrison  
Senior Vice President, Global Human Resources and HPMS

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Date

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Date

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**ADDENDUM**

**to the**

**TORNIER CONSULTING AGREEMENT**

**NATURE OF CONSULTING SERVICES**

At the direction of the Chief Financial Officer of Wright Medical Group N.V., Consultant will provide those services reasonably requested to aid in an orderly transition of the duties of the Chief Financial Officer of Tornier N.V. and such other duties as the Chief Financial Officer of Wright Medical Group N.V. may reasonably request from time to time.

**CONSULTANT'S FEE**

Tornier agrees to pay Consultant One Thousand Dollars and no/Cents (\$1,000) per month, not to exceed eight (8) hours per month, for nine (9) months starting on the termination date of Consultant's employment with Tornier, and ending on the nine (9) month anniversary of such date. Consultant may work in excess of eight (8) hours per month only with prior written consent of Tornier. Tornier and Consultant anticipate that the level of bona fide services Consultant will perform pursuant to the terms of the Consulting Agreement will be less than twenty percent (20%) of the average level of bona fide services performed by Consultant over the thirty-six (36) month period immediately preceding the effective date of the Consulting Agreement. Tornier agrees to pay Consultant \$400 per hour for such excess service time. Invoices for services will be monthly as work progresses (but in no event later than forty-five (45) days after such services are rendered). Tornier will also reimburse Consultant only for pre-approved travel expense. It is expected that Tornier will pay all direct out-of-pocket expenses in connection with the Consulting Services, provided that Consultant obtains Tornier's advanced written authorization before obligating Tornier for any such out-of-pocket expenses.

**CONSULTANT'S POINT OF CONTACT AT TORNIER**

Consultant's point of contact at Tornier will be Lance Berry. All questions regarding this Agreement should be directed to the point of contact.

Addendum

**RESIGNATION AGREEMENT AND RELEASE OF CLAIMS**

This Resignation Agreement and Release of Claims (this “**Agreement**”) is made by and between Kevin M. Klemz (“**Executive**”) and Tomier, Inc. (“**Tornier**” or the “**Company**”), a Delaware corporation and wholly-owned subsidiary of Tornier N.V., a public company with limited liability (*naamloze vennootschap*) organized under the laws of The Netherlands (“**Tornier N.V.**”). Executive and the Company are referred to individually as “**Party**” and collectively referred to as “**Parties**” in this Agreement.

A. Executive and the Company are parties to an employment agreement effective as of September 13, 2010 and amended February 16, 2015 (the “**Employment Agreement**”), which, among other things, provides Executive certain payments and benefits in the event Executive’s employment is terminated by the Company without Cause (as defined in the Employment Agreement) or by the Executive for Good Reason (as defined in the Employment Agreement) during the 12-month period immediately following a Change in Control (as defined in the Employment Agreement).

B. In connection with the anticipated completion of the merger (the “**Merger**”) between Tornier N.V. and Wright Medical Group, Inc. (“**Wright**”), the Parties wish to provide for the ending of their employment relationship in an honorable, dignified and orderly manner, and understand and acknowledge that since the Merger constitutes a Change in Control (as defined in the Employment Agreement), the termination of Executive’s employment relationship will give rise to an obligation of the Company to provide Executive certain payments and benefits under Section 6(f) of the Employment Agreement.

C. Recognizing that a resignation from employment generally implicates potential transition and legal issues, the Company is willing to provide Executive with benefits in addition to those provided under Section 6(f) of the Employment Agreement in exchange for a full and final release of claims by Executive and Executive’s willingness to remain an employee of the Company for a limited period of time after completion of the Merger, pursuant to the terms set forth in this Agreement.

D. Executive does not believe that he has any claims against the Company, but Executive, nevertheless, agrees to resolve any actual and potential claims arising out of his employment with and separation from the Company by entering into this Agreement.

In consideration of this entire Agreement, including the Release attached hereto, the receipt and legal sufficiency of which are hereby acknowledged, accepted and agreed to, the Parties, intending to be legally bound, hereby agree as follows:

1. **Resignation from All Board and Officer Positions as of Effective Time of Merger.** Executive agrees to and hereby resigns from all director and officer positions with Tornier N.V., the Company, and any and all subsidiaries and affiliates of Tornier N.V. and the Company, effective as of the effective time of the Merger (the “**Effective Time**”). In furtherance of the foregoing, upon the request of the Company, Executive agrees to execute and deliver to the Company any resignations or corporate, governmental or other

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documents necessary to effect his resignation as a director and/or officer of Tornier N.V., the Company and any and all subsidiaries and affiliates of Tornier N.V. and the Company; provided, however, that any such request of the Executive in furtherance of the foregoing will be reasonable.

2. **Resignation from Employment as of Resignation Date; Employment Prior to Resignation Date.**

- A. **Resignation from Employment; At-Will Employment Prior to Resignation Date; Entitlement to Severance Pay and Benefits and Other Payments.** Executive agrees to and hereby resigns as an employee of the Company effective as of the close of business on the three (3) month anniversary of the Effective Time or such other date as agreed upon by the Company and Executive (the “**Resignation Date**”). Notwithstanding the foregoing, nothing in this Agreement constitutes a promise by the Company or Executive of continued employment of Executive by the Company and Executive’s employment with the Company is and will remain “at-will,” meaning that either Executive or the Company may terminate Executive’s employment relationship with the Company at any time for any reason. In addition, notwithstanding the foregoing, if Executive accepts full-time employment with another employer prior to the Resignation Date as described above, the “Resignation Date” as used in this Agreement shall mean such earlier date on which Executive began such full-time employment and Executive’s employment with the Company will be deemed terminated as of such earlier date. In addition, notwithstanding the foregoing, if Executive’s employment is otherwise terminated for any reason prior to the Resignation Date as described above, the “Resignation Date” as used in this Agreement shall mean such earlier date on which Executive’s employment with the Company terminated. For the avoidance of doubt, the Parties understand, acknowledge and agree that regardless of the reason, if any, of the termination of Executive’s employment prior to the three (3) month anniversary of the completion of the Merger or such other date as agreed upon by the Company and Executive, Executive will be entitled to the Severance Pay and Benefits under Section 3 of this Agreement and, if such payments have been earned in accordance with the terms thereof, the payments under Sections 4.A. and 4.B. of this Agreement.
- B. **Continuing Benefits as Employee Prior to Resignation Date.** After the Effective Time and prior to the Resignation Date, Executive will remain an employee of the Company through the Resignation Date and continue to: (1) receive his base salary as in effect as of the Effective Time, payable in accordance with the customary payroll practices of the Company as the same exists from time to time; (2) be eligible to participate in health insurance, retirement, disability and other benefit programs provided to officers of the Company on terms no less favorable than those available to officers of the Company; (3) be entitled to the same number of vacation days, holidays, sick days and other benefits as are generally allowed to senior executives of the Company in accordance with the Company’s policies in effect from time to time; and (4) be authorized to incur reasonable expenses in the discharge of his services as an employee of the

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Company, in accordance with the Company's expense reimbursement policy, as the same may be modified by the Company from time to time. Notwithstanding the foregoing, Executive understands, acknowledges and agrees that he will not receive any annual or other equity awards after the Effective Time and prior to the Resignation Date or otherwise. After the Effective Time and prior to the Resignation Date, Executive will not be expected to travel or maintain office hours in the Bloomington, Minnesota office or any other office of the Company, but may perform his duties and responsibilities from his home, but will be available to James Lightman on an as needed basis.

- C. **Continuing Obligations as Employee Prior to and After Resignation Date.** Executive understands, acknowledges and agrees that after the Effective Time and prior to the Resignation Date, Executive will continue to remain subject to the non-competition, confidentiality, non-interference, assignment of inventions and other obligations under Section 7 of the Employment Agreement, which obligations will remain in full force and effect, and will survive the termination of Executive's employment as provided therein.
3. **Severance Pay and Benefits.** Company and Executive understand, acknowledge and agree that the completion of the Merger, the resignation of Executive as an officer of the Company pursuant to Section 1 of this Agreement and the resignation of Executive as an employee of the Company pursuant to Section 2 of this Agreement results in an "involuntary separation of service" within the meaning of such term under Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), and thus Executive will be entitled to certain payments and benefits under Section 6(f) of the Employment Agreement, and pursuant to and in full satisfaction of the Company's obligations under Section 6(f) of the Employment Agreement, the Company will provide Executive with the following "Severance Pay and Benefits":
- A. **Severance Pay.** The Company will provide Executive a lump sum payment equal to \$483,491.40 ("**Severance Pay**"), less payroll withholdings that the Company reasonably believes are required by law or elected by Executive for state and federal income taxes, FICA and other applicable payroll deductions. The Severance Pay will be paid to Executive within fifteen (15) days after the Resignation Date.
- B. **Health Insurance Benefits.** If Executive timely elects continued coverage under the Company's group medical plan or group dental plan pursuant to section 4980B of the Code ("**COBRA**"), in accordance with ordinary plan practices, from the Resignation Date and through the last day of twelfth (12<sup>th</sup>) month after the Resignation Date, the Company will reimburse Executive in an amount equal to the difference between the amount Executive in fact pays for such COBRA continuation coverage and the amount paid by a full-time active employee for the same level of coverage elected by Executive.
- C. **Equity Award Acceleration.** The Company and Executive understand, acknowledge and agree that pursuant to the terms of the Tornier N.V. Amended and Restated 2010 Incentive Plan, the Tornier N.V. Amended and Restated Stock Option Plan and the grant certificates representing equity awards granted to Executive thereunder, all unvested options to purchase ordinary shares of Tornier N.V. and stock grants in the form of restricted stock units granted to Executive by Tornier N.V. and held by Executive as of the Effective Time will become immediately vested and, in the case of the options, fully exercisable and will remain exercisable for the remainder of their respective terms, whether or not Executive remains as an employee of the Company, Tornier N.V. or Wright Medical Group N.V.

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In addition to the foregoing Severance Pay and Benefits, which will be paid or provided to Executive regardless of whether Executive signs this Agreement, the following amounts also will be paid to Executive regardless of whether Executive signs this Agreement: (1) Executive's base salary for the time Executive worked through the end of business on the Resignation Date; (2) any accrued but unused vacation to which Executive is entitled as of the Resignation Date; and (3) any unreimbursed business expenses incurred by Executive through the Resignation Date in the course of and pursuant to Tornier's expense reimbursement policies and procedures.

4. **Special Consideration.** Executive and the Company have agreed upon the Company's provision of the following special consideration (the "**Special Consideration**"), in exchange for Executive's entry into this Agreement and the Release attached as **Exhibit A** to this Agreement (the "**Release**"). Upon the expiration of the applicable Rescission Period, as described in the attached Release, without Executive's actual or attempted rescission of the Release, the Company will provide Executive with the following Special Consideration:
- A. **Pre-Merger Bonus Plan Payout.** Executive will be entitled to receive a pro-rated bonus under and pursuant to the terms of the Tornier N.V. 2015 Corporate Performance Incentive Plan ("**Tornier 2015 Bonus Plan**"), which bonus, if any earned thereunder, will be paid based on Tornier N.V.'s financial results through second quarter of fiscal 2015 and otherwise pursuant to the terms of the Tornier 2015 Bonus Plan; provided, however, that such bonus payout will be determined and paid to Executive within a reasonable period of time after the Effective Time of the Merger (the "**Pre-Merger Bonus Plan Payout**").
  - B. **Participation in Post-Merger Bonus Plan.** Executive will be eligible to receive a pro-rated bonus (the "**Post-Merger Bonus**") under and pursuant to the terms of a bonus plan that may be established by Wright Medical Group N.V. or the Company after the Effective Time based on the financial performance of Wright Medical Group N.V. or the Company after the second quarter of fiscal 2015 and through the remainder of its fiscal year ending December 27, 2015 (the "**Post-Merger Bonus Period**") and assuming a target incentive opportunity percentage of 40% of base salary for Executive, as pro-rated based on Executive's employment during the Post-Merger Bonus Period. Executive will be paid his Post-Merger Bonus, if any, after December 31, 2015, but prior to March 15, 2016.

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For the avoidance of doubt, the term “Special Consideration” does not include the following amounts which will be paid or provided to Executive regardless of whether Executive signs this Agreement: (1) Severance Pay and Benefits pursuant to Section 3 of this Agreement; (2) Executive’s base salary for the time Executive worked through the end of business on the Resignation Date; (3) any accrued but unused vacation to which Executive is entitled as of the Resignation Date; and (4) any unpaid business expenses incurred by Executive through the Resignation Date in the course of and pursuant to the Company’s expense reimbursement policies and procedures.

5. **Mutual Agreement to Release Claims.** In exchange for the Special Consideration referenced in Section 4 above and the other undertakings of the Company stated in this Agreement, Executive agrees to voluntarily sign the Release, in the form of **Exhibit A**, after his employment has ended. Executive understands that he is not entitled to the Special Consideration described in this Agreement, unless he signs, and does not rescind, the Release in the form of **Exhibit A**.
6. **Compliance with Prior Agreements and Company Policies and Procedures.** Executive confirms that Executive remains bound by the terms of all prior agreements which Executive has entered into with the Company and its parent companies, subsidiaries and affiliates, including without limitation the Employment Agreement, and all policies and procedures of the Company and its parent companies, subsidiaries and affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, including without limitation the Tomier N.V. Code of Conduct on Confidentiality and Insider Trading, Tomier N.V. Code of Business Conduct and Ethics and the Tomier N.V. Global Disclosure Policy. Executive understands, acknowledges and agrees that many of the terms in such prior agreements and Company policies and procedures extend beyond the Resignation Date, including without limitation his duty to maintain as confidential all confidential, proprietary or trade secret information of the Company, its parent companies, subsidiaries and affiliates, his duty not to compete with the Company, his duty not to interfere with Company employees, agents, customers or prospective customers and his duty not to trade in Company securities when in possession of material nonpublic information.
7. **No Right to Reemployment.** Executive understands, acknowledges and agrees that his employment with the Company will terminate effective as of the Resignation Date and Executive will have no express or implied right or entitlement to reinstatement or reemployment with the Company following the Resignation Date. Executive understands, acknowledges and agrees that the Company may use this Agreement as the sole reason to reject any inquiry or application for employment Executive may make.
8. **Agreement to Cooperate in Transition; Return of Property.** Both before and after the Resignation Date, Executive will cooperate with the Company in its transition efforts as follows: (1) Executive agrees to be available, on a reasonable basis, to answer questions that may arise relating to Executive’s employment with or duties to the Company;

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(2) upon request of the Company, Executive agrees to execute and deliver to the Company any resignations or corporate, governmental or other documents necessary to effect his resignation as a director and/or officer of Tornier N.V., the Company and any subsidiaries and affiliates and his separation from the Company and its parent companies, subsidiaries and affiliates; provided, however, that any such request of the Executive in furtherance of the foregoing will be reasonable; (3) Executive will return, before the Resignation Date, and will not retain in any form or format, all Company documents, data, trunk stock and other property in Executive's possession or control, including without limitation Company-owned equipment such as computers, laptops, etc.; provided, however, that Executive may retain his iPad, iPhone and cell phone number; (4) after returning these documents, data and other property, Executive will permanently delete from any electronic media in Executive's possession, custody or control (such as computers, his iPad, iPhone and other smart phones, cell phones and hand-held devices, and back-up devices, zip drives, etc.) or to which Executive has or may have had access (such as remote e-mail exchange servers, back-up servers, off-site storage, etc.), all documents or electronically stored images of the Company, including writings, drawings, graphs, charts, sound recordings, images, and other data or data compilations stored in any medium from which such information can be obtained; and (5) Executive agrees to provide the Company with a list of any documents that Executive created or is otherwise aware that are password-protected and the password(s) necessary to access such password-protected documents. Company "documents, data, and other property" includes, without limitation, computers, fax machines, cell phones, access cards, keys, reports, manuals, records, product samples, trunk stock, correspondence and/or other documents or materials related to the business of the Company or any its parent companies, subsidiaries or affiliates that Executive has compiled, generated or received while working for the Company, including all copies, samples, computer data, disks, or records of such material. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive returning all Company documents, data, trunk stock, and other property and cooperating with the Company as set forth above.

9. **Agreement to Cooperate in Investigations and Litigation.** Executive agrees that Executive will, at any future time, be available upon reasonable notice from the Company, with or without a subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities, with respect to matters and/or disputes concerning which Executive has or may have knowledge as a result of or in connection with Executive's employment by the Company. In performing Executive's obligations under this Section 9 to testify or otherwise provide information, Executive will honestly, truthfully, forthrightly, and completely provide the information requested. Executive will comply with this Agreement upon notice from the Company that the Company or its attorneys believe that Executive's compliance will assist in the resolution of an investigation or the prosecution or defense of claims. Executive understands and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive cooperating with the Company in investigations and litigation. From and after the Resignation Date, the Company agrees to pay Executive not less than \$400 per hour or \$2,500 per day if at least four hours of time are required for time spent by Executive in performing Executive's obligations under this Section 9 and to reimburse

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Executive for all reasonable, out-of-pocket travel and other pre-approved expenses (including attorneys' fees) incurred by Executive in connection with Executive performing his obligations under this Section 9; provided, however, that the investigation or claim does not involve any alleged wrongdoing by Executive. Notwithstanding any of the foregoing, any such request of the Executive to perform Executive's obligations under this Section 9 will be reasonable and recognize that Executive is not a full-time or other employee with the Company and that Executive may be employed elsewhere or have other time commitments that may limit his ability to perform his obligations under this Section 9.

10. **Non-Disparagement.** Executive agrees that Executive will make no defamatory, disparaging, critical, derogatory or negative oral or written comments regarding the Company, or its products or services. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive's compliance with this non-disparagement requirement. The Company agrees that neither the Company nor any of its parent companies, subsidiaries or affiliates (specifically by and/or through senior-level management personnel and Board members) will make any defamatory, disparaging, critical, derogatory or negative oral or written comments regarding Executive.
11. **Not a Designated Spokesperson.** Effective as of the Effective Time, Executive will not be a designated spokesperson of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates. Accordingly, Executive will not be authorized to: (1) speak on behalf of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates with analysts, market professionals, investors, members of the media, customers, sales agents, distributors, employees or otherwise; (2) issue statements on behalf of the Company, Tomier N.V. or any of their respective parent companies, subsidiaries or affiliates; or (3) communicate information about the Company or Tomier N.V. to any such persons, unless specifically asked to do so in writing by the current President and Chief Executive Officer or Chief Financial Officer of Wright Medical Group N.V. Executive will refer all inquiries from such persons or any request for an interview to either the current President and Chief Executive Officer or Chief Financial Officer of Wright Medical Group N.V. These obligations are in addition to Executive's confidentiality and other obligations under this Agreement, the Employment Agreement and policies and procedures of the Company and its parent companies, subsidiaries and affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, including without limitation the Tomier N.V. Code of Conduct on Confidentiality and Insider Trading, the Tomier N.V. Code of Business Conduct and Ethics and the Tomier N.V. Global Disclosure Policy. Executive understands, acknowledges and agrees that the Company's obligations under Section 4 of this Agreement are contingent upon Executive's compliance with this Section 11.
12. **Tax Withholding.** All amounts payable to Executive under this Agreement will be reduced by all applicable U.S. federal, state, local, foreign and other withholdings and similar taxes and payments required by applicable law.

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13. **Indemnification.** The Parties to this Agreement hereby understand, acknowledge and agree that the provisions of: (i) Article 17 of Tornier N.V.'s Articles of Association; (ii) any similar provisions in the charter documents of the Company and any affiliated entity and (iii) the Indemnification Agreement dated as of September 13, 2010 between Tornier N.V. and Executive are incorporated herein and made a part hereof as if set out verbatim and remain in full force and effect in accordance with their respective terms.
  14. **Legal Counsel and Fees.** The Parties to this Agreement agree to bear their own respective costs and attorneys' fees, if any. Executive acknowledges that the Company, by this Agreement, has advised him to consult with an attorney of his choice prior to executing this Agreement and the Release. Executive's decision whether to sign this Agreement and the Release is Executive's own voluntary decision made with full knowledge that the Company has advised Executive to consult with an attorney. The Company will not advance or reimburse any attorneys' fees, costs or expenses incurred by Executive in connection with any such review.
  15. **No Admission of Wrongdoing.** This Agreement, including the Release, will not be construed as an admission of liability for any of the claims released by Executive or in connection with any other matter.
  16. **Successors and Assigns.** Executive agrees that the promises in this Agreement, including the Release, benefit the Company and also any successor or assignee of the Company's business or operations, including without limitation Wright Medical Group N.V. The Company agrees that its promises in this Agreement will be binding on any successor or assignee of its business or operations. Executive represents and warrants that Executive has not assigned or transferred in any manner, or purported to assign or transfer in any manner, to any person or entity, any claim or interest that is the subject of this Agreement.
  17. **Entire Agreement/Merger; Other Written Agreements.** Subject to Executive's agreement, as set forth above, to abide by other agreements with the Company and all Company policies and procedures of the Company or any of its parent companies, subsidiaries or affiliates applicable to Executive and which by their terms extend beyond the Resignation Date, this, together with the Employment Agreement and the Release attached as **Exhibit A**, is the entire agreement between Executive and the Company relating to Executive's employment and Executive's termination from employment, and Executive's right to any severance pay and benefits. Except as expressly provided otherwise in this Agreement, this Agreement supersedes all prior oral and written agreements and communications between the Parties. This Agreement will not be modified, amended or terminated, except by a written agreement manually signed by both Parties.
  18. **Interpretation of this Agreement.** This Agreement, including the Release attached as **Exhibit A**, is to be interpreted as broadly as possible to achieve Executive's intention to resolve all of Executive's Claims against the Company. If this Agreement is held by a court to be inadequate to release a particular claim encompassed within Executive's Claims, this Agreement will remain in full force and effect with respect to all the rest of

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Executive's Claims. In case any one or more of the provisions of this Agreement will be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. **Governing Law and Venue.** Executive understands that the Company's principal place of business is in Bloomington, Minnesota, and accordingly, Executive agrees that this Agreement will be governed by, and be construed and enforced in accordance with Minnesota law, without reference to choice of law, except to the extent it is pre-empted by federal law. Executive agrees that any dispute relating to this Agreement must be brought in the state or federal court within the State of Minnesota, Hennepin County.
20. **Remedies.** In the event that Executive breaches Executive's obligations under this Agreement, including the Release, or the Employment Agreement or the Company learns that Executive's representations and warranties contained in this Agreement are false, the Company will have the right to bring a legal action for appropriate equitable relief as well as damages, including reasonable attorneys' fees, and will also have the right to suspend payment of the Special Consideration set forth in this Agreement and/or to recover, in addition to any equitable relief and damages allowed by law, the Special Consideration Executive has received under this Agreement.
21. **Notices.** All communications under this Agreement will be in writing and will be delivered by hand or mailed by overnight courier or by registered or certified mail, postage prepaid:
- (A) If to the Executive,
- Kevin M. Klemz  
1632 - 86th Court East  
Inver Grove Heights, MN 55077
- or at such other address as the Executive may have furnished the Company in writing, and
- (B) If to the Company, at 1023 Cherry Road, Memphis, Tennessee 38117, marked for the attention of the President and Chief Executive Officer, or at such other address as it may have furnished in writing to the Executive.
- Any notice so addressed will be deemed to be given: if delivered by hand, on the date of such delivery; if mailed by courier, on the first business day following the date of such mailing; and if mailed by registered or certified mail, on the third business day after the date of such mailing.
22. **Representations and Warranties.** Executive represents and warrants that Executive is aware of no alleged or potential violations of law, liabilities, claims or demands of any kind or nature that have been or could be made against the Company by Executive or any other person or entity, except as otherwise previously reported by Executive in accordance with the Company's policies and procedures. Executive represents that he has carefully read this entire Agreement, including the Release, and understands all of its

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terms. Executive represents that no promise or inducement has been offered to Executive except as set forth herein, and that this Agreement is executed without reliance upon any statement or representation by the Company or any representative or agent of the Company. Executive warrants that he has full legal authority to release any and all claims as specified herein and in the Release and to undertake all other obligations as specified herein. Executive represents and warrants that he enters into this Agreement, including the Release, voluntarily and with full knowledge and understanding of Executive's legal rights and obligations. Executive understands that this Agreement, including the Release, will have a final and binding effect and that by executing this Agreement, including the Release, he may be giving up legal rights. Executive intends this Agreement, including the Release, to be legally binding.

*[Remainder of page intentionally left blank]*

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**EXECUTIVE**

Dated: October 1, 2015

/s/ Kevin M. Klemz

Kevin M. Klemz

**TORNIER, INC.**

Dated: October 1, 2015

By: /s/ Greg Morrison

Greg Morrison

Its: Senior Vice President, Global Human Resources and HPMS

**RELEASE OF CLAIMS**

1. **Definitions.** I intend all words used in this Release of Claims (“**Release**”) to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:
- A. “**Employee**,” “**I**,” “**me**,” and “**my**” include both me, Kevin M. Klemz, and anyone who has or obtains any legal rights or claims through me.
  - B. “**Employer**” or “**Tornier**,” for the purpose of this Release, shall at all times mean Tornier, Inc. and its related entities (including without limitation Tornier N.V. and Wright Medical Group, Inc.), parent entities, subsidiaries, successors and assigns, present or former officers, directors, shareholders, agents, employees, representatives and attorneys, whether in their individual or official capacities, delegates, benefit plans and plan administrators, and insurers.
  - C. “**My Claims**” mean any and all actual potential, threatened, unthreatened, known or unknown, accrued or unaccrued claims of any kind whatsoever I, may have had, currently have or currently may have against Employer, regardless of whether I now know about those claims, that are in any way related to or arose in the course of my employment with or separation (resignation from employment) from the Employer, including, but not limited to, claims for invasion of privacy; breach of written or oral, express or implied contract; fraud or misrepresentation; the Age Discrimination in Employment Act of 1967 (“**ADEA**”), 29 U.S.C. § 626, as amended, the Older Workers Benefit Protection Act of 1990 (“**OWBPA**”), 29 U.S.C. § 626(f); violation of the National Labor Relations Act (“**NLRA**”), 29 U.S.C. § 151, et seq., Federal Fair Labor Standards Act (“**FLSA**”), 29 U.S.C. § 203(s), 29 U.S.C. 626(f), Title VII of the Civil Rights Act of 1964 (“**Title VII**”), 42 U.S.C. § 2000e, et seq., the Americans with Disabilities Act (“**ADA**”), 29 U.S.C. § 2101, et seq., the Family and Medical Leave Act (“**FMLA**”), 29 U.S.C. § 2601, et seq., the Employee Retirement Income Security Act of 1974 (“**ERISA**”), as amended, 29 U.S.C. §§ 1001, et seq., Equal Pay Act (“**EPA**”), 29 U.S.C. § 206(d), the Worker Adjustment and Retraining Notification Act (“**WARN**”), 29 U.S.C. § 2101, et seq., False Claims Act 31 U.S.C. § 3729, et seq., Anti-Kickback Statute 42 U.S.C. § 1320a, et seq., Minnesota Whistleblower Act, Minn. Stat. § 181.931, et seq., the Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq., the Minneapolis and St. Paul Civil Rights ordinances, and all other county or local ordinances or regulations, Minnesota Statutes § 181, et seq., and any other foreign, federal, state, or local statute, law, rule, regulation, ordinance or order. My Claims include, but are not limited to, claims for violation of any civil rights laws based on protected class status; claims for assault, battery, defamation, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence, negligent hiring, retention or supervision, retaliation,

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constructive discharge, violation of whistleblower protection laws, false claim laws, improper payments, unjust enrichment, violation of public policy, all other claims for unlawful employment practices, and all other claims of any kind, including but not limited to those under common law, statute, regulation, or ordinance.

2. **Unknown Claims.** In waiving and releasing any and all actual, potential, or threatened claims against the Employer, whether or not now known to Employee, Employee understands that this means that if Employee later discovers facts different from or in addition to those facts currently known by Employee, or believed by him to be true, the waivers and releases of this Agreement will remain effective in all respects – despite such different or additional facts and Employee’s later discovery of such facts, even if Employee would not have agreed to this Agreement if he had prior knowledge of such facts.
3. **Confirmation of No Claims, Etc.** To the fullest extent permitted by law and except as otherwise previously reported by Executive in accordance with the Company’s policies and procedures, Employee represents and affirms that (i) Employee has not initiated, filed or caused to be initiated or filed on Employee’s behalf any claim for relief against the Employer and, to the best of Employee’s knowledge and belief, no outstanding claims for relief have been initiated, filed or asserted against the Employer or any Releasee on Employee’s behalf regarding any conduct or activities that Employee believes would be improper, unethical or illegal under the Employer’s policies, procedures, or any applicable law, including but not limited to any violation of the Sarbanes-Oxley Act or any federal, state, city and/or municipal statute or ordinance, the False Claims Act or Anti-kickback Statute; and (ii) has no knowledge of any conduct or activities that Employee believes would be improper, unethical or illegal under the Employer’s Code of Ethics and Business Conduct or any applicable law, including but not limited to any violation of the Sarbanes-Oxley Act or any Federal, state, city and/or municipal statute or ordinance, the False Claims Act or Anti-kickback Statute. Employee also agrees and acknowledges that he has advised the Employer of all facts or circumstances that he believes may constitute a violation of the Employer’s legal obligations, including but not limited to any violation of the Sarbanes-Oxley Act, the False Claims Act, Anti-kickback Statute or any other legal obligations, that Employer has resolved those issues to Employee’s satisfaction, and Employee is satisfied that the Employer did not violate any of its legal obligations.
4. **Agreement to Release All Claims Known and Unknown.** I agree to give up all My Claims, waive any rights thereunder, and withdraw any and all of My Claims and lawsuits against Employer. My release (waiver) of My Claims is effective without regard to the legal nature of the claims raised and without regard to whether any such claims are based upon tort, equity, implied or express contract, statute, regulation, ordinance or discrimination of any sort. If and to the extent any release or waiver created by this Agreement is found to be illegal or improper as to any protected claim under applicable law, then that release or waiver will be deemed void as to the protected claim at issue from inception; however, the voiding of that release or waiver will have no effect on the remainder of this Agreement; and all remaining releases and waivers in this Agreement

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will continue in effect to the maximum extent allowed by law. In exchange for my agreement to release My Claims, I am receiving satisfactory Consideration from Employer to which I am not otherwise entitled by law, contract, or under any Employer policy. The Consideration I am receiving is a full and fair payment for the release of all My Claims. Employer does not owe me anything in addition to what I will be receiving as Consideration for the release, withdrawal and waiver of My Claims.

5. **Exclusions from Release.**

- A. My Claims do not include my rights to enforce the terms of the Resignation Agreement dated as of October 1, 2015 between Tomier and me; my rights to enforce any terms of the Employment Agreement dated as of September 13, 2010 and amended February 16, 2015 between Tomier and me which survive the termination of my employment with Tomier; any right to defense, indemnification or contribution, whether pursuant to Tomier's articles of association, certificate of incorporation or bylaws, or contract, applicable law or otherwise for claims brought against me in my capacity as an officer, director, employee or agent of Tomier; rights as a shareholder of Tomier; my rights to assert claims that are based on events occurring after this Release becomes effective; and any other rights which cannot be waived or release under applicable law.
- B. The Older Workers Benefit Protection Act ("**OWBPA**") applies to individuals age 40 and older and sets forth certain criteria for such individuals to waive their rights under the Age Discrimination in Employment Act ("**ADEA**") in connection with an exit incentive program or other employment termination program. I understand and have been advised that, if applicable, the above release of my Claims is subject to the terms of the OWBPA. The OWBPA provides that a covered individual cannot waive a right or claim under the ADEA unless the waiver is knowing and voluntary. If I am a covered individual, I acknowledge that I have been advised of this law, and I agree that I am signing this Release voluntarily, and with full knowledge of its consequences. I understand that the Employer is giving me twenty-one (21) days from the date I received a copy of this Release to decide whether I want to sign it. I acknowledge that I have been advised to use this time to consult with an attorney about the effect of this Release. If I sign this Release before the end of the twenty-one (21) day period it will be my personal, voluntary decision to do so, and will be done with full knowledge of my legal rights. I agree that material and/or immaterial changes to the attached Resignation Agreement to which this relates or this Release will not restart the running of this consideration period. I also acknowledge that the Agreement, this Release and any other attachments or exhibits have each been written in a way that I understand.
- C. The term "Claims" does not include my rights, if any, to claim the following: unemployment insurance benefits; workers compensation benefits; claims for my vested post-termination benefits under any 401(k) or similar tax-qualified retirement benefit plan; my rights to group health plan coverage pursuant to

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section 4980B of the Internal Revenue Code of 1986, as amended (“**COBRA**”); my rights to enforce the terms of the Agreement or this Release; or my rights to assert claims that are based on events occurring after this Release becomes effective.

- D. Nothing in my Resignation Agreement or this Release interferes with my right to file or maintain a charge with the Equal Employment Opportunity Commission (“**EEOC**”) or other local civil rights enforcement agency, or participate in any manner in an EEOC or other such agency investigation or proceeding. I understand, however, that I am waiving my right to recover individual relief including, but not limited to, back pay, front pay, reinstatement, attorneys’ fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, me, or any other party.
- E. Nothing in this Release interferes with my right to challenge the knowing and voluntary nature of this Release under the ADEA and/or OWBPA.
- F. I agree that the Employer reserves any and all defenses, which it has or might have against any claims brought by me. This includes, but is not limited to, the Employer’s right to seek available costs and attorneys’ fees as allowed by law, and to have any monetary award granted to me, if any, reduced by the amount of money that I received in consideration for this Release.
6. **Required Disclosures.** Nothing in this Release prohibits or restricts Employee from (i) making any disclosure of information required by law; (ii) filing a charge with, providing truthful information to, or testifying or otherwise cooperating or assisting in any investigation or proceeding brought by, any governmental agency, such as the Department of Labor, Equal Employment Opportunity Commission, or similar state or federal agency, or any designated legal, compliance or human resources officer designated by the Employer; or (iii) reporting an illegal act to any duly authorized law enforcement agency. However, to the maximum extent allowed by applicable law, (A) Employee waives and releases any right to bring, directly or indirectly to benefit or profit from, accept any relief in, or assign any right to any qui tam False Claims Act, Anti-kickback statute or other lawsuit relating to his employment with Employer, and (B) if Employee files such a charge or complaint, Employee waives Employee’s right to recover damages or obtain personal relief of any kind with respect to the matters released by this Agreement, and Employee agrees to assign any such monetary recovery that Employee may obtain despite this waiver, to the Employer.
7. **Right to Rescind and/or Revoke.** I understand that insofar as this Release relates to my rights under the Age Discrimination in Employment Act (“**ADEA**”), it shall not become effective or enforceable until seven (7) days after I sign it. I also have the right to revoke this Release insofar as it extends to potential claims under the ADEA by written notice to the Employer within seven (7) calendar days following the date I sign this Release. I understand that insofar as this Release relates to my rights or potential claims under the Minnesota Human Rights Act (“**MHRA**”), it shall not become effective or enforceable until fifteen (15) days after I sign it. I have the right to rescind this Release only insofar

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as it extends to potential claims under the MHRA, within fifteen (15) calendar days as to waiver of claims under the MHRA. Any such rescission must be in writing and hand-delivered to Employer's attorneys or, if sent by mail, postmarked within the applicable rescission period, sent by certified mail, return receipt requested, and addressed as follows:

- (1) post-marked within the seven (7) or fifteen (15) day rescission period;
- (2) properly addressed to:  
Greg Morrison  
Senior Vice President, Global Human Resources and HPMS  
Tomier, Inc.  
1023 Cherry Road  
Memphis, Tennessee 38117; and
- (3) sent by certified mail, return receipt requested.

I understand that the Consideration I am receiving for settling and releasing My Claims is contingent upon my agreement to be bound by the terms of this Release. Accordingly, if I decide to revoke this Release, I understand that I am not entitled to the Consideration offered in the Settlement Agreement. I further understand that if I attempt to revoke or rescind my release of any claim, I must immediately return to Employer's counsel designated above the Consideration I have received under my Settlement Agreement.

8. **I Understand the Terms of this Release.** I have had the opportunity to read this Release carefully and understand all its terms. I have reviewed this Release with my own attorney. In agreeing to sign this Release, I have not relied on any statements or explanations made by Employer or their attorneys.

**EXECUTIVE**

, 2015

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Kevin M. Klemz

Ex. A-5

**FOR IMMEDIATE RELEASE**

Investors &amp; Media:

Wright Medical Group N.V.  
Julie D. Tracy  
Chief Communications Officer  
(901) 290-5817 (office)  
[julie.tracy@wmt.com](mailto:julie.tracy@wmt.com)

**Wright Medical and Tornier Complete Merger and Create Premier  
High-Growth Extremities-Biologics Company**

**AMSTERDAM, The Netherlands – October 1, 2015** – Wright Medical Group N.V. (NASDAQ: WMGI) announced today that it has successfully completed the previously announced merger of Wright Medical Group, Inc. and Tornier N.V. Under the terms of the merger agreement, a wholly-owned subsidiary of Tornier merged with and into Wright Medical Group, Inc., with Wright Medical Group, Inc. continuing as the surviving company and a wholly-owned subsidiary of Tornier. Upon completion of the merger, Tornier was renamed “Wright Medical Group N.V.”

Wright Medical Group, Inc. shares will cease trading on the NASDAQ Global Select Market at the close of business today. Wright Medical Group N.V. ordinary shares will begin trading under the symbol “WMGI” on the NASDAQ Global Select Market on Friday, October 2, 2015.

Robert Palmisano, president and chief executive officer of Wright, stated, “The culmination of this merger marks a significant milestone for our company, creating the premier, high-growth Extremities-Biologics company uniquely positioned with leading technologies and specialized sales forces in three of the fastest growing areas of orthopedics – Upper Extremities, Lower Extremities and Biologics. By bringing together the extensive and innovative capabilities of both Wright and Tornier, we can extend our leadership position and further accelerate our growth opportunities and path to profitability, all of which we believe will generate long-term value for our shareholders. This is also an exciting day for our employees as we officially join forces to pursue our shared commitment to serving extremities specialists and building the leading global business in this market.”

Under the terms of the transaction, each outstanding share of Wright common stock was exchanged for 1.0309 ordinary shares of Tornier.

The combined company will conduct business as Wright Medical Group N.V. and will leverage the global strengths of both product brands as a pure play Extremities and Biologics business. That leadership will be further enhanced by the recent U.S. Food and Drug Administration (FDA) premarket approval of Augment® Bone Graft, which adds additional depth to what will be one of the most comprehensive extremity product portfolios in the industry as well as providing a platform technology for future new product development. The highly complementary nature of the two businesses gives the combined company significant diversity and scale across a range of geographies and product categories.

Once integrated, Wright continues to anticipate revenues of the combined business growing in the mid-teens and adjusted EBITDA margins approaching 20% in three to four years. The amount of cost synergies is expected to be in the range of \$40 million to \$45 million anticipated to be fully realized by the third year after completion of the transaction. Expense synergy opportunities include: public company expenses, overlapping support function and systems costs, as well as process and vendor consolidation opportunities across the business.

An investor presentation will be available on Wright’s investor relations website at [www.wright.com](http://www.wright.com).

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**Guidance**

As a result of closing this transaction, Wright will provide 2015 guidance for the combined company on its upcoming third quarter earnings call, which is presently scheduled for November 4, 2015, at 3:30 p.m. Central Time.

**Internet Posting of Information**

Wright routinely posts information that may be important to investors in the “Investor Relations” section of its website at [www.wright.com](http://www.wright.com). The company encourages investors and potential investors to consult our website regularly for important information about us.

**About Wright**

Wright Medical Group N.V. is a global medical device company focused on providing extremity and biologic solutions that enable clinicians to alleviate pain and restore their patients’ lifestyles. The company is a recognized leader of surgical solutions for the upper extremity (shoulder, elbow, wrist and hand), lower extremity (foot and ankle) and biologics markets, three of the fastest growing segments in orthopedics. For more information about Wright, visit [www.wright.com](http://www.wright.com).

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

*This press release includes forward-looking statements. These forward-looking statements generally can be identified by the use of words such as “anticipate,” “expect,” “could,” “may,” “will,” “believe,” “estimate,” and other words of similar meaning. Forward-looking statements in this press release include, but are not limited to, statements about the benefits of the merger; the combined company’s growth opportunities, path to profitability and long-term value for shareholders and its future financial outlook, including future revenues, adjusted EBITDA margins and cost synergies. Each forward-looking statement contained in this press release is subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statement. Applicable risks and uncertainties include, among others, the failure to integrate the businesses and realize synergies and cost-savings from the transaction or delay in realization thereof; operating costs and business disruption following the transaction, including adverse effects on employee retention and on business relationships with third parties; transaction costs; actual or contingent liabilities; the adequacy of the combined company’s capital resources; other business effects, including the effects of industry, economic or political conditions outside of Wright’s control; failure to achieve the anticipated benefits from approval of Augment® Bone Graft, and the risks identified under the heading “Risk Factors” in Wright Medical Group, Inc.’s Annual Report on Form 10-K, which was filed with the SEC on February 26, 2015, and Tornier’s Annual Report on Form 10-K, filed with the SEC on February 24, 2015, as well as both companies’ subsequent Quarterly Reports on Form 10-Q and other information filed by each company with the SEC. Investors should not place considerable reliance on the forward-looking statements contained in this press release. You are encouraged to read Wright’s and Tornier’s filings with the SEC, available at [www.sec.gov](http://www.sec.gov), for a discussion of these and other risks and uncertainties. The forward-looking statements in this press release speak only as of the date of this release, and Wright undertakes no obligation to update or revise any of these statements. Wright’s business is subject to substantial risks and uncertainties, including those referenced above. Investors, potential investors, and others should give careful consideration to these risks and uncertainties.*

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