

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Camplify Holdings Limited (Company)

ACN/ARSN 647 333 962

1. Details of substantial holder (1)

Name Tourism Holdings Rentals Limited ARBN 655 142 028, a foreign company registered in its original jurisdiction of New Zealand as Tourism Holdings Limited (*thl*) and each of its related bodies corporate listed in the attached Annexure A of this notice (the **Relevant Parties**)

ACN/ARSN (if applicable) ARBN 655 142 028

There was a change in the interests of the
substantial holder on 29/04/22
The previous notice was given to the company on 20/12/21
The previous notice was dated 20/12/21

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	6,895,620	17.79% (based on 38,756,592 ordinary shares being on issue in the Company)	7,954,782	19.98% (based on 39,815,754 ordinary shares being on issue in the Company)

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
29/04/22	<i>thl</i> and the Relevant Parties	1,059,162 fully paid ordinary shares in the Company issued to TH2Connect LP.	<p>As noted in announcements made by the Company to ASX on 2 May 2022:</p> <ul style="list-style-type: none">the new shares are the first of two tranches of shares to be issued as consideration for the acquisition of the Highway and SHAREaCAMPER business and assets in Australia and New Zealand from <i>thl</i> and TH2Connect LP in connection with the business and asset sale agreement dated 25 October 2021 between <i>thl</i>, TH2Connect LP, the Company and others (a copy of which, along with the two deeds of variation relating to that document, is set out in Annexure B);the estimated value of the value being provided per security for the securities issued as part of this first tranche is A\$3.34;the shares will be subject to voluntary escrow for a period of 18 months from 29 April 2022; andfurther details of the mechanism to be used for calculating the number of shares to be issued as part of the second tranche on 29 April 2023 are set out in these announcements.	1,059,162 fully paid ordinary shares in the Company	1,059,162

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
thl and the Relevant Parties	TH2Connect LP	TH2Connect LP	Relevant interest under section 608(1) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) because TH2Connect LP is the registered holder of the securities.	1,059,162 fully paid ordinary shares in the Company	1,059,162
thl and the Relevant Parties	Apollo Motorhome Holdings (Aus) Pty Ltd	Apollo Motorhome Holdings (Aus) Pty Ltd	Relevant interest under section s 608(1)(c) of the <i>Corporations Act</i> because thl has the power to control the disposal of these securities under the terms of the Scheme Implementation Deed attached to the previous substantial shareholder notice given by thl and the Relevant Parties to the ASX on 20 December 2021.	6,895,620 fully paid ordinary shares in the Company	6,895,620 (noting that thl does not have a power to control the exercise of votes attached to these shares)

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

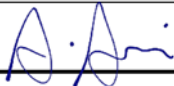
Name and ACN/ARSN (if applicable)	Nature of association
Relevant Parties	Subsidiaries of thl are associates of thl by virtue of s 11 of the <i>Corporations Act 2001</i> (Cth). The Relevant Parties are also controlled (whether directly or indirectly) by thl for the purposes of section 12(2)(a) of the <i>Corporations Act 2001</i> (Cth).

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
thl and the Relevant Parties	Level 1, 83 Beach Street, Auckland City, Auckland 1140, New Zealand

Signature

print name	Amir Ansari	capacity	Company Secretary
sign here		date	3 May 2022

DIRECTIONS

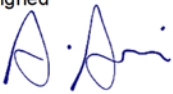
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
 - (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
 - (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
 - (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.
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Annexure A

This is Annexure A of 1 page referred to in Form 604 – Notice of change of interests of substantial holder.

Signed



Name: Amir Ansari

Capacity: Secretary of **thl**

Date: 3 May 2022

Relevant Parties

1. Maui Rentals Pty Ltd
2. THL Motorhomes Ltd
3. THL Motorhomes UK Ltd
4. Waitomo Caves Ltd
5. Waitomo Caves Holdings Ltd
6. Geozone Ltd
7. TH2Connect GP Limited
8. Geozone Ltd
9. Maui Rentals Pty Ltd
10. Action Manufacturing GP Ltd
11. The Green Bus Company Pty Ltd
12. THL Oz Pty Ltd
13. Tourism Holdings Australia Pty Ltd
14. World Travel Headquarters Ltd
15. Tourism Holdings Rental Vehicles Pty Ltd
16. THL Group (Australia) Pty Ltd
17. Road Bear NZ Ltd
18. Tourism Holdings USA Inc
19. TH2Connect LP
20. Action Manufacturing Limited Partnership

Annexure B

This is Annexure B of 100 pages referred to in Form 604 – Notice of change of interests of substantial holder.

Signed



Name: Amir Ansari

Capacity: Secretary of *thl*

Date: 3 May 2022

Business and Asset Sale Agreement

Tourism Holdings Limited (NZCN 248179)

TH2connect LP (NZBN 94 290 458 821 35) (ABN 34 688 895 460)

Camplify Holdings Limited (ACN 647 333 962)

Camplify Co (Australia) Pty Limited (ACN 603 217 287)

Camplify Co (NZ) Limited (NZCN 7474797)

Business and Asset Sale Agreement

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Business and Asset Sale Agreement

Date **25 October 2021**

Parties

Party 1

Name Tourism Holdings Limited NZCN 248179 (**THL**)
Address Level 1, 83 Beach Road, Auckland 1010, New Zealand

Party 2

Name TH2connect LP (NZBN 94 290 458 821 35) (ABN 34 688 985 460)
(**TH2connect LP**)
Address Level 1, 83 Beach Road, Auckland 1010, New Zealand

Party 3

Name Camplify Holdings Limited ACN 647 333 962 (**CHL**)
Address C/- 59 Parry Street, Newcastle NSW 2300

Party 4

Name Camplify Co (Australia) Pty Ltd ACN 603 217 287 (**Camplify Aus**)
Address C/- 59 Parry Street, Newcastle NSW 2300

Party 5

Name Camplify Co (NZ) Limited No: 7474797 (**Camplify NZ**)
Address C/- 2 Alfred Street, Mayfield, Blenheim 7201, New Zealand

Background

- A. THL and TH2connect LP (collectively the **Vendors**) are the owner of the Assets and operate the Business.
- B. The Vendors have agreed to sell and Camplify Aus and Camplify NZ (collectively the **Purchasers**) have agreed to buy the Business and the Assets on the terms set out in this document.

Operative part

1 Definitions and interpretation

1.1 Definitions

In this document unless the context requires otherwise:

Assets means the following assets of the Vendors used in the Business: the goodwill of the Business, Equipment, the benefit of the Contracts (subject to third party consents), phone numbers used by the Business, Business Records, Intellectual Property and all other property, rights and assets of the Vendors used exclusively in the Business, but does not include the Excluded Assets.

Assumed Employment Entitlements means those of the accrued Employment Entitlements of Transferring Employees up to Completion, which have been fully disclosed by Vendors.

Assumed Liabilities means any and all Liabilities pursuant to the Business Contracts that arise on and from Completion (subject to this document) and includes the payment of the Assumed Employment Entitlements to the Transferring Employees after the Completion Date in accordance with the law, but excludes the Excluded Liabilities.

ASX means ASX Limited, or, as the context dictates, the financial market operated by ASX Limited.

ASX Listing Rules means the official listing rules of ASX.

Business means the business of providing a peer-to-peer digital marketplace platform for private campervan and motorhome hire and rental carried on by the Vendors in Australia and New Zealand using the Business Names.

Business Contracts means all agreements with any Vendor that relate exclusively to the conduct of the Business with customers and suppliers of the Business to which any Vendor is a party as at Completion (other than the Material Contracts).

Business Day means a day other than a Saturday, Sunday or public holiday in Newcastle, New South Wales.

Business Names means Mighway and SHAREaCAMPER in Australia and New Zealand.

Business Records means all records of the Assets and the Business, including, without limitation:

- (a) all marketing files and selling price lists;
- (b) invoices of and other records relating to the Assumed Liabilities;
- (c) customer lists;
- (d) supplier lists;
- (e) financial data; and
- (f) all records relating to the Contracts and all other contracts relating to the Assets.

CHL Shares means fully paid ordinary shares in the capital of CHL.

Claim means any allegation, debt, cause of action, action, dispute, liability, claim, proceeding, investigation, inquiry, prosecution, litigation, arbitration, mediation, audit or dispute resolution, suit or demand of any nature howsoever arising and whether present or future, whether at law, in equity, under statute or otherwise (including a claim for breach of any Vendor Warranties).

Completion means completion of the sale and purchase of the Business and the Assets in accordance with the terms of this document.

Completion Date means the date the last Business Day of the month in which the last Condition has been fulfilled or waived (provided that if the last Condition is fulfilled or waived on a date which is less than 5 Business Days before the end of a calendar month, then the Completion Date shall be the last Business Day of the month following the fulfilment of the relevant Condition or such other date as the Vendors and Purchasers agree in writing).

Completion Payment means \$3,685,000 as adjusted pursuant to clause 4.2.

Conditions Precedent means the conditions precedent set out in Schedule 2.

Consideration Shares means the Tranche 1 Shares and Tranche 2 Shares calculated on the following basis:

$$\text{\$X} / \text{Y} = \text{Z}$$

where:

‘X’ is the Completion Payment or Deferred Consideration, as applicable

‘Y’ is, subject to 4.3(a), the Issue Price; and

‘Z’ is the number of Consideration Shares to be issued.

Continuing Clauses means this clause and any other clause that by its terms survives termination of this document.

Contracts means the Material Contracts and the Business Contracts.

Corporations Act means the *Corporations Act 2001* (Cth).

Data Room means the data room maintained on behalf of the Vendors accessible via the following link – <https://app.box.com/folder/144074031083>.

Data Room Index means the index of documents in the Data Room as at the Disclosure Date, as set out in Annexure A.

Deferred Consideration means \$3,685,000 as adjusted pursuant to clause 4.3.

Disclosure Date means the date of this document.

Disclosure Material means all information relating to the Business or the Assets Fairly Disclosed in the Data Room prior to the date of this document.

Domain Names means www.mighway.com.au, www.mighway.co.nz, mighway.nz, www.shareacamper.com.au and www.shareacamper.co.nz.

Duty means any stamp, transaction or registration duty or similar charge imposed by any governmental agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of the above.

Effective Time means 11:59pm (AEST time) on the date immediately prior to Completion.

Employees means all employees employed by the Vendors in the conduct of the Business.

Employment Agreements means the employment agreements to be entered into between the Transferring Employees and the Purchasers with effect from Completion, on terms no less favourable than their employment with the Vendors.

Employment Entitlements means wages, salaries, annual leave, long service leave, personal leave, sick leave, bereavement leave, KiwiSaver contributions, incentive payments and benefits, and any other remuneration or benefit (other than any other superannuation benefit) payable or required to be provided to an Employee.

Encumbrance means any security interest, mortgage, charge, lien or other third party interest.

Equipment means the plant and equipment owned by the Vendors and used exclusively in the Business, which as at the date of this document is set out in Schedule 1.

Excluded Assets means (up to and including the Effective Time), cash in hand and cash deposits with banks or other financial institutions, accounts receivable relating to the period prior to Completion, all bank accounts used by the Business, and the Mighway NZ premises.

Excluded Liabilities means:

- (a) any Liability relating to or in connection with the Excluded Assets; and
- (b) Trade Creditor Liabilities;
- (c) any tax relating to the Assets and the Business attributable to the period prior to Completion;
- (d) any loans of either of the Vendors, including any loans between a Vendor and any of its directors;
- (e) all insurance claims relating to the period prior to Completion;
- (f) Liabilities of the Vendors in connection with the Business and the Assets relating to the period before Completion, even if such Liabilities become due, fall for payment or otherwise first arise after Completion; and
- (g) all other Liabilities that are not expressly assumed by the Purchasers pursuant to this document.

Fairly Disclosed means, in relation to a fact, matter, circumstance or information, a disclosure of sufficient information to enable a reasonable purchaser of the Business and the Assets to make a reasonable assessment of and fairly assess the nature and relevance of the fact, matter, circumstance or information in question.

GST means goods and services tax chargeable or imposed under GST Law.

GST Law means the *Goods and Services Tax Act 1985* (NZ) and the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

Heads of Agreement means the heads of agreement attached to this document as Annexure C.

Hirer Deposits means any deposits received or invoiced by the Vendors before the Effective Time in respect of forward bookings made and to be supplied by the Business after Completion.

Inactive Listing has the meaning given in clause 4.4.

Intellectual Property means:

- (a) the intellectual property and rights listed in Schedule 5; including the Domain Names, Business Names, Trademarks, the Vendors' rights in respect of the Intellectual Property Licences, all email addresses and telephone numbers used by and in the Business, and goodwill;
- (b) all other material items of industrial and intellectual property rights and interests owned by or licensed to the Vendors and used by Vendors exclusively in the Business, whether registered or unregistered including but not restricted to:
 - (A) trade marks, domain names, business names, patents, copyrights, designs (including designs prepared for customers of the Business), and eligible layout rights; and

- (B) inventions, discoveries, trade secrets, know-how, processes, concepts, shop and technical drawings, circuit and other eligible layouts, computer software, source codes and object codes and confidential information,

existing at the time of Completion.

Intellectual Property Licences means the intellectual property licences listed in Schedule 5.

Issue Price means the 20 day VWAP of CHL Shares to the date immediately prior to the date of execution of this document, being \$3.34.

Liability means all liabilities (whether actual, contingent or prospective), Loss, damages, costs and expenses of whatever description.

Loss means losses, liabilities, obligations, actions, demands, judgments, damages, costs, charges and expenses and includes any taxes and Duties, interest or claims of any kind, including without limitation, reasonable legal fees, costs of investigation and remediation.

Managed Partner Services Agreement means the managed partner services agreement attached to this document as Annexure D.

Material Contracts means the material contracts listed in Schedule 4.

Mighway Platform means

- (a) the online booking platform for the purposes of the Mighway business (being the peer-to-peer digital marketplace platform for private campervan and motorhome hire and rental); and
- (b) the Mighway website, being mighway.com (but does not include ownership of the mighway.com domain name)

in each case, including all software (including object code and source code) and related tools, applications, operating systems, methodology, documentation, media, administration and management and relate solely and exclusively to the conduct of the Mighway business.

NZX means NZX Limited, or, as the context dictates, the financial market operated by NZX Limited.

NZX Listing Rules means the official listing rules of NZX.

Owners means the owners of Vehicles who have a listing with SHAREaCAMPER or Mighway.

Permitted Encumbrances means a retention of title arrangement under which title is retained by a supplier over Assets supplied to Vendors until payment for such Assets is made, provided that such an agreement has been entered into in the ordinary course of business, any security interest held by the owner of any asset that is leased to the Vendors, any security interest provided under the terms of any Contract set out in full in the Disclosure Material, and any lien arising by operation of law.

Price Floor means \$1.42.

Purchase Price means \$7,370,000, subject to adjustment in accordance with this document.

Representative means in respect of a party, the directors, officers, employees, contractors, advisers (including legal, financial and other expert advisers) and agents of that party.

Resolved Claim means any claim by the Purchasers or CHL that has been resolved by:

- (a) agreement of the parties; or
- (b) a court of competent jurisdiction making a final determination,

provided that to the extent that an amount is owing to the Purchaser in respect of such claim, that amount has been paid to the Purchaser.

Restrained Area means:

- (a) Spain, UK, Australia and New Zealand; and if that area is deemed unenforceable then
- (b) Australia and New Zealand.

Restrained Period means:

- (a) in respect of Spain and UK the following periods commencing on the date of Completion:
 - (i) 3 years; and if that period is deemed unenforceable then
 - (ii) 2 years; and if that period is deemed unenforceable then
 - (iii) 1 year; and if that period is deemed unenforceable then
 - (iv) 6 months.
- (b) in respect of Australia and New Zealand the following periods commencing on the date of Completion:
 - (i) 5 years; and if that period is deemed unenforceable then
 - (ii) 3 years; and if that period is deemed unenforceable then
 - (iii) 2 years; and if that period is deemed unenforceable then
 - (iv) 1 year; and if that period is deemed unenforceable then
 - (v) 6 months.

Restriction Agreement means a voluntary restriction agreement in the agreed form as set out in Annexure B.

Restriction Period means:

- (a) in the case of the Tranche 1 Shares, the 18 month period following Completion; and
- (b) in the case of the Tranche 2 Shares, the period between the date of issue of the Tranche 2 Shares and the date that is 18 months following Completion.

SHAREaCAMPER Platform means

- (a) the online booking platform for the purposes of the SHAREaCAMPER business (being the peer-to-peer digital marketplace platform for private campervan and motorhome hire and rental); and
- (b) the SHAREaCAMPER website, being shareacamper.com (but does not include ownership of the shareacamper.com domain name),

in each case, including all software (including object code and source code) and related tools, applications, operating systems, methodology, documentation, media, administration and management and relate solely and exclusively to the conduct of the SHAREaCAMPER business.

Tax Act means the *Income Tax Act 2007* (NZ).

Trade Creditor Liabilities means any obligations in respect of or in connection with a trade creditor as at Completion which the Vendors are obliged or liable to pay after the date of Completion.

Trademarks mean any and all trademarks owned by the Vendors that are registered in any country and internationally in relation to SHAREaCAMPER and Mighway, including (but not limited to) those set out in Schedule 6.

Tranche 2 Issue Date means the date that is 12 months after Completion.

Tranche 1 Shares means CHL Shares to the value of the Completion Payment, calculated in accordance with the definition of Consideration Shares.

Tranche 2 Shares means CHL Shares to the value of the Deferred Consideration, calculated in accordance with the definition of Consideration Shares.

Transferring Employees means those Employees of the Business who become employees of the Purchasers at Completion by accepting an offer of employment in accordance with clause 10.1.

Vehicles includes recreation vehicles, campervans, caravans and camper trailers.

Vendor Warranties means the warranties set out in Schedule 3.

VWAP means volume weighted average price (as such term is defined in the ASX Listing Rules).

1.2 Interpretation

In this document, unless context indicates a contrary intention:

- (a) **(corresponding meaning)** a capitalised word that is derived from a defined word has a corresponding meaning;
- (b) **(headings)** clause headings and the table of contents are for ease of reference only and do not affect interpretation;
- (c) **(documents)** a reference to a document or instrument (including a reference to this document) is to the document or instrument as varied, novated, altered, supplemented, assigned or replaced from time to time;
- (d) **(references)** a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document and references to this document include any schedule or annexure;
- (e) **(singular)** the singular includes the plural and vice versa;

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- (f) **(party)** a reference to a party is to a party of this document, and a reference to a party to a document includes the party's successors, permitted substitutes (including persons taking by novation) and permitted assigns;
 - (g) **(including)** including and includes (and any other similar expressions) are not words of limitation, and the meaning of general words is not limited by specific examples that follow or precede them;
 - (h) **(writing)** a reference to a notice, consent, request, approval, agreement or other communication under this document or another document between the parties means a written notice, request, consent, approval or agreement;
 - (i) **(time and date)** a reference to a time or date is a reference to the time and date in Newcastle, New South Wales, Australia;
 - (j) **(Australian currency)** a reference to dollar or \$ is to Australian currency (unless expressly stated otherwise);
 - (k) **(payments)** all payments to be made under or in connection with this document must be made in immediately available funds;
 - (l) **(time for doing acts)**
 - (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day; and
 - (ii) if any act or thing required is done after 5:00pm on the specified day, it is taken to have been done on the following Business Day;
 - (m) **(knowledge)** a reference to a person's knowledge, or words to that effect, in relation to a matter is to the actual knowledge of the person as at the date of this document, or the actual knowledge the person would have if they had made reasonable enquiries in relation to that matter;
 - (n) **(rule of construction)** this document or any part of it is not to be construed against a party on the basis that the party or its lawyers were responsible for drafting; and
 - (o) **(payments)** any time a payment is made by the Purchasers to the Vendors under this document, despite any instructions from Vendors as to where payment is to be deposited, that payment is deemed to be made to Vendors in accordance with this document.

2 Sale of Assets and Business

2.1 General

The Purchasers agree to buy and the Vendors agree to sell the Assets and the Business free from any Encumbrance for the Purchase Price and as otherwise set out in this document.

2.2 Specific

The Purchasers will acquire the Assets and Business as follows:

- (a) Camplify Aus will acquire the SHAREaCAMPER Australian database and assume the obligations for the forward bookings for Australia; and
- (b) Camplify NZ will acquire the balance Assets and Business.

3 Condition precedent

3.1 Conditions Precedent

Completion is subject to and conditional upon the Conditions Precedent being satisfied or waived in accordance with this clause 3.

3.2 Reasonable endeavours

Each party must:

- (a) use reasonable endeavours to ensure that the Conditions Precedent in respect of which it has a power or responsibility under this document are satisfied as no later than the Completion Date; and
- (b) must provide all reasonable assistance to the other party (without being obliged to incur any expense in so doing) as is reasonably necessary to satisfy the Conditions Precedent.

3.3 Benefit and waiver

Any Condition Precedent that is referred to as being for the benefit of:

- (a) the Purchasers only, is only waived if the Purchasers notify the Vendors in writing that the Purchasers waive the condition;
- (b) the Purchasers and the Vendors, is only waived if both the Purchasers and the Vendors agree in writing to waive the condition; and
- (c) the Vendors only, is only waived if the Vendors notify the Purchasers in writing that the Vendors waive the condition.

3.4 Termination

If any Condition Precedent is not satisfied or waived on or before 30 November 2021, then this document may be immediately terminated by either party giving written notice to the other (provided that the terminating party has complied with its obligations under clause 3.2), in which case:

- (a) all parties are released from their obligations under this document (other than the Continuing Clauses);
- (b) each party retains the rights it has against any other party for any past breach of this document; and
- (c) the Purchasers must return to the Vendors any records given to it in connection with the Business including but not limited to the Disclosure

Material and procure that it and its Representatives delete all electronic or physical copies of the Disclosure Material in their possession or under their control.

4 Purchase Price

4.1 Purchase Price

Payment of the Purchase Price to the Vendors will be satisfied by:

- (a) CHL issuing the Tranche 1 Shares to TH2Connect LP on Completion at the Issue Price; and
- (b) CHL issuing the Tranche 2 Shares to TH2Connect LP in accordance with clause 4.3.

4.2 Completion Adjustments

The Completion Payment is to be adjusted by:

- (a) (**Hirer Deposits**) deducting the estimated amount of Hirer Deposits as notified by the Vendors to the Purchaser in writing and approved by the Purchaser in writing not later than 2 Business Days prior to Completion;
- (b) (**Inactive Listings**) deducting the Inactive Listing Amount calculated in accordance with clause 4.4.

4.3 Deferred Consideration

- (a) The Deferred Consideration will be satisfied by CHL issuing the Tranche 2 Shares to TH2Connect LP on the Tranche 2 Issue Date with an issue price calculated at the lower of the following:

- (i) the Issue Price; and
 - (ii) the 60 day VWAP of CHL Shares to the date immediately prior to the issue of the Tranche 2 Shares,

provided that if the issue price calculated in accordance with this clause 4.3(a) is less than the Price Floor, the issue price will be the Price Floor. The parties agree that CHL will not be entitled to delay or defer the issue of the Tranche 2 Shares on the Tranche 2 Issue Date in the event that there are any Claims under or in respect of this document against the Vendors, and no party shall be entitled to exercise any rights of set-off.

- (b) On the Tranche 2 Issue Date, CHL will:
 - (i) issue the Tranche 2 Shares to TH2Connect LP and procure that the name of TH2 Connect LP is entered in CHL's register of shareholders as the holder of the Tranche 2 Shares;
 - (ii) notify ASIC electronically of the issue of the Tranche 2 Shares;

- (iii) make an announcement to ASX in relation to the issue of the Tranche 2 Shares in compliance with its obligations under the ASX Listing Rules.

4.4 Pre-Completion Adjustment in respect of Inactive Listings

- (a) As soon as reasonably practicable after the date of this agreement, the Vendors will provide to the Purchasers in writing the following information:
 - (i) details of the identity of the Owners of each Vehicle listed on the SHAREaCAMPER and Highway platforms (**Platforms**) and the registration details of each Vehicle registered by each Owner on the Platforms as at the date of this document, that the Purchasers reasonably require;
 - (ii) details of any Owners who have requested in writing to the Vendors that their Vehicle listing(s) or account be removed or deleted from the Platforms prior to the date of this document;
 - (iii) the total number of Vehicle listings that the Vendors consider that they have on the Platforms as at the date of this document (**Vendors' Active Listings**). For the avoidance of doubt, it is acknowledged that some Owners may list their Vehicles on both the SHAREaCAMPER and Highway platforms and any such listings shall be regarded as separate individual listings for the purposes of determining the total number of Vehicle listings in this clause 4.4, and that the Vehicles in respect of any Owners that are on 'autoblock' shall be regarded as Vehicle listings that are on the Platform for the purposes of this clause 4.4.
- (b) Upon receipt by the Purchasers of the information specified in clause 4.4(a), the parties agree that they will, during the period of 10 Business Days after the date on which the information specified in clause 4.4(a) has been provided by the Vendors, work together, in good faith, to:
 - (i) conduct a bulk registration check against the relevant Australian and New Zealand government databases of Vehicle ownership to identify whether Owners (or a related party of the Owners) is the owner of the relevant Vehicle(s) that are listed on the Platforms as at the date of this document. The parties acknowledge that these checks will only be undertaken where the Purchasers have reasonable grounds to suspect that the relevant Owners may not be the owners of the Vehicle; and
 - (ii) identify any Owners who have requested in writing to the Vendors that their Vehicle listing(s) or account be removed or deleted prior to the date of this document, but which request has not been actioned by the Vendors prior to the date of this document, such that their Vehicles are still included within the Vendors' Active Listings.
- (c) If the process identified in clause 4.4(b) provides reasonable evidence that there are any Vehicle listings on the Platforms where:

- (i) the Owners (or a related party of the Owners) are not the owners of the relevant Vehicles that are listed on the relevant Platforms as at the date of this document, and the Owners are not otherwise authorised to list the Vehicle(s) on the relevant Platform; or
- (ii) the Owners have requested in writing to the Vendors that their Vehicle listing(s) or account be removed or deleted prior to the date of this document, but which request has not been actioned by the Vendors prior to the date of this document;

(each such Vehicle being an **Inactive Listing**), then the total number of Inactive Listings shall be deducted from the Vendors' Active Listings provided by the Vendors under clause 4.4(a)(iii), with the resulting number being the number of total Vendor's Active Listings (**Total Active Listings**). For the avoidance of doubt, no Vehicles other than the Inactive Listings shall be deducted from the Vendors' Active Listings for the purposes of this clause 4.4.

- (d) If the Total Active Listings as at the date of this document is less than 1,000, then the Completion Consideration will be reduced by an aggregate amount equal \$5,488.57 multiplied by the number of Vehicles by which the number of Total Active Listings is less than 1,000 (**Inactive Listing Amount**).
- (e) If there is any dispute regarding the matters set out in this clause 4.4 then the provisions of clause 16 shall apply, except that:
 - (i) the parties will use reasonable endeavours to resolve any disputes prior to Completion;
 - (ii) instead of referring any dispute to mediation in accordance with clause 16.3, the parties agree to endeavour in good faith to refer the dispute to an expert to be agreed by the parties, or failing agreement within 10 Business Days, to be appointed by the Chair or their nominee of the Resolution Institute, to resolve the dispute, with the expert's determination to be binding on the parties.
- (f) If any dispute is not resolved prior to Completion, then, unless the parties agree in writing to delay Completion pending resolution of the dispute, Completion will occur on the basis that only any Inactive Listings that have been agreed by the parties in writing as at that date will be taken into account for the purposes of clause 4.4(d), and any further adjustment to Total Active Listings in respect of any additional Inactive Listings that are agreed or determined following Completion will, to the extent required under clause 4.4(d), be satisfied by the Vendors making the relevant payment to the Purchasers within 5 Business Days of the dispute being agreed or determined. .

4.5 Application for Consideration Shares

Execution of this document by the Vendors constitutes an irrevocable:

- (a) application for the Consideration Shares to be issued to TH2Connect LP in accordance with this document;

- (b) consent to being named in the register of members of CHL in respect of those Consideration Shares; and
- (c) consent to being bound by the constitution of CHL on issue of the relevant Consideration Shares.

4.6 Escrow of Consideration Shares

TH2Connect LP undertakes to the Purchasers that:

- (a) during the Restriction Period, it will not sell any of its Consideration Shares; and
- (b) at Completion and contemporaneously with issue of the Tranche 2 Shares in accordance with clause 4.3, it agrees to enter into a Restriction Agreement in respect of its Consideration Shares.

4.7 Delay in issue of Consideration Shares

- (a) If CHL is unable to issue a 'cleansing notice' to ASX pursuant to section 708A(5) of the Corporations Act in respect of the issue of the Tranche 1 Shares at Completion, Completion will be delayed until the last Business Day of the following month, or such date as the parties agree, provided that CHL's inability to issue such cleansing notice is not due to an act or omission of CHL;
- (b) Despite any other provision of this document, the Purchasers will not be in default for delaying such an issue for a period of not more than 20 Business Days and the Vendors will not be entitled to any compensation for such delay.

4.8 Apportionment of the Purchase Price

The parties agree that:

- (a) subject to clause 4.8(e), the Purchase Price is apportioned as follows (**Apportionment**):
 - (i) the book value of Equipment transferred to the Purchasers (in New Zealand currency) as at the date of Completion (which as at the date of this document is \$3,094.34 to Equipment);
 - (ii) \$1,505,250.75 (in New Zealand currency) to Intellectual Property;
 - (iii) \$1.00 for the Australian Share-a-Camper database; and
 - (iv) the balance of the Purchase Price to all other Assets.
- (b) the Apportionment reflects the relative market values of the relevant "classes of purchased property" for the Assets (**Asset Classes**), for the purposes of section GC 20(1) of the Tax Act;

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- (c) the parties will use the Apportionment for income tax purposes and (if applicable) will file their New Zealand income tax returns for the period that includes Completion in accordance with the Apportionment;
 - (d) the Apportionment is an agreed allocation for the purposes of section GC 20(1)(b) of the Tax Act;
 - (e) in respect of the Deferred Consideration Adjustment or any other adjustment to the Purchase Price) the Apportionment shall be amended as follows:
 - (i) if the adjustment relates to one or more specific Assets or to one or more specific Asset Class, the adjustment will be made to the Apportionment for the one or more specific Asset or Asset Class;
 - (ii) if the adjustment does not relate to one or more specific Asset or Asset Class, the adjustment will be made to goodwill; and
 - (iii) if the parties are unable to agree an adjustment to the Apportionment under this clause 4.8(e), the parties agree that the matter will be determined in accordance with clause 16; and
 - (f) they will co-operate in relation to any disputing action undertaken by any relevant tax authority in connection with the Apportionment.

4.9 Lowest Price

For the purposes of Subpart EW of the Tax Act, the parties:

- (a) acknowledge that the Purchase Price does not include any capitalised interest and is the lowest price that they would have agreed upon with respect to the Business and the Assets at the time this document was executed if payment had been required in full at the time at which the first “right” (as defined in the Tax Act) in the Business and the Assets was transferred. Accordingly, the Purchase Price is the “lowest price” in accordance with the Tax Act; and
- (b) agree that they will compute their taxable income for the relevant period on the basis that the Purchase Price includes no capitalised interest and they will file their income tax returns accordingly.

5 Vendor Obligations before Completion

From the date of this document until the earlier of Completion or termination of this document, the Vendors must (except with the prior consent of the Purchasers, such consent not to be unreasonably withheld or delayed):

- (a) **(Ordinary Course)** continue to conduct the Business in the usual course, as a going concern and in accordance with past practice;
- (b) **(Goodwill)** use reasonable endeavours to preserve the goodwill of the Business;
- (c) **(Contracts)** observe all material obligations under the Contracts;

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- (d) **(Communications)** not communicate with its customers (including Owners) in relation to the transactions contemplated by this document without the Purchasers prior consent and approval;
 - (e) **(Change to Employment)** not engage any new employee in the Business or terminate the employment of any existing Transferring Employee except in the ordinary course of conducting the Business and not pay or provide any bonus to any Transferring Employee (unless the bonus has been earned by the employee prior to Completion and is payable in accordance with the terms of this document, or that Transferring Employee's terms of employment);
 - (f) **(No Encumbrances)** not grant or create or agree to grant or create any Encumbrance over or affecting any of the Assets or the Business except in the ordinary course of conducting the Business;
 - (g) **(Expenditure)** except in the ordinary course of conducting the Business, not enter into any contract or other dealing involving an acquisition of assets or a disposal of Assets or other capital expenditure greater than \$10,000;
 - (h) **(Contracts)** not enter into any contract concerning the Business with a term greater than 12 months;
 - (i) **(No Variation)** consult with the Purchasers as to any material amendment or variation of any of the terms of any Contract or other material obligations of the Vendors in relation to the Business;
 - (j) **(Policies)** not alter its product pricing, rebates or discounts policies other than in the ordinary course of conducting the Business;
 - (k) **(Laws)** use reasonable endeavours to comply with all laws affecting the Business;
 - (l) **(Plant and Equipment)** not sell, remove or replace any Equipment or purchase any item of Equipment other than in the ordinary course of conducting the Business; and
 - (m) **(Management)** promptly inform the Purchasers of all major management decisions relating to the Business that have, or are reasonably likely to have, a material adverse effect on the Business;
 - (n) **(Insurance)** maintain insurances as are required by it to carry on its Business;
 - (o) **(IP)** not grant any licence, assignment or other right or interest in respect of the Intellectual Property; and
 - (p) **(Information)** not disclose information which is owned or used by the Business in relation to the Business to any third party other than in the ordinary course of conducting the Business.

6 Completion

6.1 Completion

Completion will take place on or before 2:00PM on the Completion Date at the Vendors' Solicitor's office, or such other time or place agreed between the parties.

6.2 Vendor's obligations

At Completion, the Vendors must deliver or make available to the Purchasers the following:

- (a) the Equipment by making that Equipment available for collection at Highway's NZ premises;
- (b) all documents of title relating to the Assets and releases of (or other documents necessary to discharge) any Encumbrances (other than Permitted Encumbrances) affecting the Assets or over the Business;
- (c) all documents of title relating to, and all duly completed and executed forms, documents, consents and authorisations necessary to transfer to the Purchasers the Intellectual Property (including a deed of assignment in respect of the Intellectual Property Licences, duly executed by the relevant Vendor);
- (d) subject to clause 8, assign:
 - (i) the insurance contract contemplated in Item 1 of Schedule 2;
 - (ii) the forward bookings and hire agreements; and
 - (iii) the owner agreements,to the Purchasers (or to the relevant Purchaser nominated by the Purchasers) by executing a deed of assignment in respect of those contracts or agreements, duly executed by the relevant Vendor.
- (e) the Business Records by making them available at the Highway NZ premises;
- (f) all documentation necessary to the transfer the Business Names (to the extent they can be transferred), Domain Names and Trademarks to the Purchasers;
- (g) assignment of the Vendors' management and administration rights in the SHAREaCAMPER Platform;
- (h) assignment of all of the Vendors' rights in the Highway Platform;
- (i) transfer ownership of all phone numbers of the Business, the email addresses of the Business and all accounts relating to operations of the Business to the Purchasers. Without limitation to the generality of this clause 6.2(g), the accounts related to business operations include, but are not limited to:
 - (i) Google analytics;
 - (ii) social medial accounts

- (iii) paid digital media accounts;
- (iv) customer relationship management systems; and
- (v) ticket management systems;
- (j) the Heads of Agreement executed by THL;
- (k) the Managed Partner Services Agreement executed by THL; and
- (l) complete and accurate records, as are known to the Vendors at that time, of all Hirer Deposits.

6.3 Purchasers obligations

At Completion, the Purchasers must:

- (a) procure the issue of the Tranche 1 Shares to TH2Connect LP;
- (b) notify ASIC electronically of the issue of the Tranche 1 Shares to TH2Connect LP;
- (c) notify ASIC electronically of the issue of the Tranche 1 Shares;
- (d) make an announcement to ASX in relation to the issue of the Consideration Shares in compliance with its obligations under the ASX Listing Rules;
- (e) deliver to the Vendors the Heads of Agreement executed by CHL;
- (f) deliver to the Vendors the Managed Partner Services Agreement executed by Camplify NZ;
- (g) do all other things reasonably required on its part to effect the transfer of the Business and the Assets to the Purchasers on Completion.

6.4 Title and Risk

Upon Completion, legal and beneficial ownership and risk in the Assets and Business will pass to the Purchasers.

6.5 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this document are interdependent; and
- (b) all actions required to be performed are taken to have occurred simultaneously on the Completion Date.

6.6 Transfer of data and information

Following execution of this document the parties must work together to put in place the necessary plans to ensure that with effect from Completion:

- (a) all data and information relating to all current and future transactions and the current and historical financial accounts that is reasonably required in order to

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- ensure a smooth transition of the Business to the Purchasers is in a form that can be imported into Xero;
- (b) all codebases relating to the software platforms Share a Camper and Mighway are in the Purchaser's Git Repository;
 - (c) all data and databases comprising or relating to the Assets, Intellectual Property and Business Records that is reasonably required in order to ensure a smooth transition of the Business to the Purchasers is in a form, database schema and structure that can be immediately integrated into the Purchasers systems. This data must be either a relational database or individual comma separated value files with the following:
 - (i) all vehicles, with all vehicle details, including a link to the owner and links to images;
 - (ii) all member details;
 - (iii) a current status of bookings past and future, within a single table, with links to vehicles, hirers and owners;
 - (iv) any historical changes made to bookings;
 - (v) any messages relating to bookings;
 - (vi) any ratings and reviews relating to bookings;
 - (vii) any pre and/or post hire images and checklists;
 - (viii) calendar blocked dates;
 - (ix) list of search locations;
 - (x) marketing email lists;
 - (xi) invoicing and payment details;
 - (xii) blog and content pages information (including content, meta tags and links to images); and
 - (xiii) an export of all images relating to vehicles, owners, locations and the like, or access keys to public clouds containing these images.
 - (d) The parties agree that not less than 5 Business Days prior to Completion they will discuss the extent to which the matters specified in this clause 6.6 have been, or will be, completed prior to Completion (**Transition Assessment Date**). If the parties cannot agree, acting reasonably, that the matters specified in this clause 6.6 (a), (b) and (c) have been, or will be, completed so as to allow Completion to occur, then the Purchasers may by notice in writing to the Vendors on the Transition Assessment Date (**Delay Notice**) defer Completion to the last Business Day of the month following the month in which Completion was due to occur, or such date as the parties agree (**Delayed Completion Date**).
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- (e) For the avoidance of doubt, the Purchaser may but is not obliged to issue more than one Delay Notice in accordance with clause 6.6(d). If the Purchasers issue a Delay Notice the process set out clause 6.6(d) will re-apply until:
 - (i) the parties agree, acting reasonably, that the matters specified in this clause 6.6(a), (b) and (c) have been, or will be, completed so as to allow Completion to occur on a Delayed Completion Date; or
 - (ii) the Purchasers exercise their right to terminate in accordance with clause 6.6(f).
 - (f) If the matters specified in this clause 6.6(a), (b) and (c) have not been, or will not be, completed satisfied or waived on or before the second Delayed Completion Date, then this document may be immediately terminated by the Purchasers giving written notice to the Vendors (provided that the Purchasers have complied with its obligations under this clause 6.6).

7 Trade

7.1 Receivables

Subject to Completion occurring and any adjustments made under this document, all receivables relating to the conduct of the Business in the period:

- (a) up to and including the Effective Time, belong to the Vendors; and
- (b) on and from the Effective Time, belong to the Purchasers.

7.2 Wrong pockets

The parties will account to each other in a timely manner for:

- (a) any amounts received contrary to clause 7.1;
- (b) a shortfall in the adjustment for Hirer Deposits pursuant to clause 4.2(a)

This clause does not merge on Completion.

7.3 Liabilities

- (a) Subject to Completion occurring and the terms of this document, the Purchasers will, as and from Completion:
 - (i) assume all obligations in respect of the Assumed Liabilities with respect to the Assets that the Purchasers are purchasing in accordance with this document; and
 - (ii) indemnify and keep indemnified and hold harmless Vendors against all Claims howsoever incurred or suffered by Vendors pertaining, arising or relating to the Assumed Liabilities with respect to the Assets that Purchasers are purchasing in accordance with this document.
- (b) Subject to Completion occurring and the terms of this document, Vendors will as and from Completion:
 - (i) retain all obligations in respect of the Excluded Liabilities; and

- (ii) indemnify and keep indemnified and hold harmless Purchaser against all Claims howsoever incurred or suffered by Purchaser pertaining, arising or relating to the Excluded Liabilities.
- (c) Except as expressly provided in this document, Purchaser does not assume any liabilities of Vendors or any other person in relation to the Business or the Assets.

8 Contracts

- (a) Subject to clause 8(b), prior to Completion:
 - (i) the Vendors must assign to Purchasers with effect on and from Completion, all the Vendors' right, title and interest to the Business Contracts and any forward bookings with the intent that on and from Completion all rights and obligations of the Vendors vest in, and must be performed by the Purchasers; and
 - (ii) the Purchasers must perform all covenants, terms and conditions and agreements to be observed or performed by the Vendors under the Business Contracts and any forward bookings after the Completion Date.
- (b) If an assignment or novation of any Business Contract has not occurred by Completion or cannot effectively be assigned without the consent of a third party (**Delayed Contracts**), then after Completion and until such novation or assignment:
 - (i) the Vendors will hold the benefit of those Delayed Contracts for the Purchasers and promptly upon receipt pay all monies, goods and other benefits received under the Delayed Contracts to the Purchasers without any deduction or withholding;
 - (ii) the Purchasers must assume, perform and observe all covenants, terms and conditions and agreements of the Vendors under the Delayed Contracts from Completion; and
 - (iii) the Vendors must permit the Purchasers to have the benefit of and exercise the Vendors' rights under the Delayed Contract from Completion.
- (c) The Purchasers indemnify and must keep indemnified the Vendors from and against any Loss to the extent it is suffered or incurred by the Vendors as a result of any failure of the Purchasers to comply with an obligation under a Delayed Contract that the Purchasers are reasonably able to perform pursuant to clause 8(b)(ii) from Completion.
- (d) The Vendors indemnify and must keep indemnified the Purchasers in respect of any Loss to the extent it is suffered or incurred by the Purchasers in relation to any breach, non-performance or non-observance of any obligation of the Vendors under a Contract which is due to be performed (or relates to a period) before Completion, and any Claim under a Contract to the extent it arises from events, acts or omissions occurring, caused or contributed to by Vendors before Completion.

9 Post Completion

9.1 Transfer of Assets

- (a) In the event that an asset forming part of the Assets is not transferred to the Purchasers at Completion, then the Vendors must transfer and deliver that Asset to the Purchasers free of all Encumbrances as soon as reasonably practicable, after receiving a notice from the Purchasers requiring the transfer of that Asset.
- (b) The parties agree that the 'shareacamper.com' domain name will be transferred to the Purchasers as soon as reasonably practicable after the domain name is transferred to the Vendors and the Vendors will take all reasonable steps to procure the transfer.
- (c) The Vendors and the Purchasers agree after Completion to execute all such instruments and deeds and to perform such acts as will be reasonably necessary to carry out the provisions of this document and the transactions contemplated by this document.

9.2 Business Names

The Vendors must not use, or procure or solicit any other person to use, the name 'SHAREaCAMPER' or 'Mighway' in their business name or company name, or any business or company name of any of their related companies after the Completion Date.

10 Employees

10.1 Offer of employment

On or as soon as practicable after the date of this document, the Purchasers shall offer employment to those Employees that the Purchasers and the Vendors have agreed will be offered employment, commencing on the Completion Date and on terms and conditions of employment no less favourable to the existing terms and conditions of employment.

10.2 Transferring Employees

Subject to Completion occurring, on and from the Completion Date:

- (a) the Vendors must release the Transferring Employees from employment with the Vendors; and
- (b) subject to clause 10.2(c), Camplify NZ will assume the liability of the Vendors for the payment of the Assumed Employment Entitlements of each Transferring Employee whether accrued before or after the Completion Date and calculated by reference to service with Vendors, and the Purchasers agree to indemnify and keep indemnified the Vendors against any Claim made by a Transferring Employee arising after Completion in relation to any such liability; and
- (c) the Vendors indemnify the Purchasers against any Claim by any Transferring Employees against the Purchasers for or in respect of

- (i) the Employment Entitlements as are attributable to the period prior to Completion, other than the payment of the Assumed Employment Entitlements;
- (ii) the amount disclosed by the Vendors to the Purchasers as being the amount of the Assumed Employment Entitlements.

10.3 Non-Transferring Employees and other entitlements of Transferring Employees

The Vendors remain liable for:

- (a) any Employee who does not accept an offer of employment made by the Purchasers under clause 10.1;
- (b) any Employee who Camplify NZ does not make an offer of employment to; and
- (c) [REDACTED]

11 Restraint

11.1 Non-compete covenant

In consideration for the Purchasers entering into this document, the Vendors each undertake to the Purchasers that they will not, and will procure that none of their related companies (as that term is defined in the *Companies Act 1993* (NZ)), directly, and either alone or in association or partnership with another person or entity, or in any capacity, including as an employee, agent, director, manager, contractor, principal, member, shareholder, unitholder, beneficiary or trustee of another person or entity, or as a financier, consultant or adviser to another person or entity, for the Restrained Period in the Restrained Area, do or attempt to do any one or more of the following:

- (a) operate or be directly involved in operating any peer-to-peer digital marketplace platform or business in the caravan, campervan or other vehicle hire industry (**Competing Business**);
- (b) solicit or persuade any person, which is a customer or client of the Business, or who was in the 24 month period before Completion a customer or client of or in respect of the Business, to cease doing business with the Purchasers or reduce the amount of business that the customer or client would normally do or otherwise have done with the Business;
- (c) accept from a customer or client referred to in clause 11.1(b) any business of the kind ordinarily forming part of the Business; or
- (d) solicit, entice or persuade, or attempt to solicit, entice or persuade any person who is an employee of the Purchasers (or any related body corporate of the Purchasers) in relation to the Business, to terminate his or her employment with the Purchasers (or any related body corporate of the Purchasers).

11.2 Area and time

- (a) Each Vendor separately enters into with the Purchasers and their related entities each of the covenants resulting from combining separately each of the capacities in clause 11.1 with each of the activities in clause 11.1 with each geographical area in the definition of Restrained Area and combining each such combination with each period in the definition of Restrained Period.
- (b) Each of these covenants constitutes an independent and separate restraint imposed on each of the Vendors.
- (c) If any of those covenants is or will become unenforceable, that does not affect the validity and enforceability of the other covenants imposed under clause 11.1, which remain binding on each of the Vendors.

11.3 Reasonableness

The Vendors each acknowledge and agree that:

- (a) the restrictions in clause 11 are reasonable in the circumstances, necessary to protect the goodwill of the Business, and that the Purchasers may suffer Loss and damage if a Vendor breaches clause 11.1; and
- (b) monetary damages may not be an adequate remedy for a breach of clause 11.1, and the Purchasers may seek specific performance or an injunction as a remedy for such a breach or where such a breach is anticipated or threatened, in addition to any other remedies available at law or in equity; and
- (c) the Purchasers agreed to enter into this document because the Vendors will execute and enter into this document and comply with the covenants in this clause 11.

11.4 Exclusions

This clause 11 does not restrict any person from:

- (a) carrying on their current business operations, and any developments of those business operations, anywhere in the world at any time apart from those aspects which relate solely to the Business being sold under this document;
- (b) holding 10% or less of the shares of a listed company;
- (c) holding shares in CHL;
- (d) holdings shares in the Togo Group;
- (e) acquiring any one or more companies and/or businesses (collectively, the **Acquired Business**) where at the time of the acquisition the activities of the Acquired Business include a Competing Business (the **Acquired Competing Business**) and subsequently carrying on or being engaged in the Acquired Competing Business, if the turnover attributed to the Acquired Competing Business in its last financial year is less than 20 per cent of the turnover of the Acquired Business as a whole;
- (f) recruiting a person, through a recruitment agency (except if the agency targets Transferring Employees) or in a response to a newspaper, web page or other public employment advertisement.

11.5 Confidential Information

- (a) Each Vendor agrees from the Completion Date to keep secret and confidential and not to publish, disclose or divulge (except with the authority of the Purchasers), nor to use or attempt to use any confidential information regarding the Purchasers and the Business, including:
 - (i) confidential financial information regarding the Business;
 - (ii) confidential marketing information, including details of customers, past or current negotiations or transactions relating to customers or the Business;
 - (iii) confidential technical information relating to the Business or the manufacture of products, such as any trade secret, manufacturing process, formula, or invention, which was developed or used in the Business while the Vendor, owned, operated or was otherwise involved in the Business and it is not technical information that is available or known outside the Business;
 - (iv) all information relating to the way the Business is undertaken and/or data relating to the customer base of the Business, which is reasonably regarded as of a confidential nature;
 - (v) the methods and procedures of the Business;
 - (vi) the instruction manuals and similar written information documenting methods and procedures; and
 - (vii) the ideas embodied in the material listed above which is confidential to the Business.
- (b) Clause 11.4(a) does not apply to any information to that extent that:
 - (i) the information is in the public domain as at the date of this document (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on a Vendor);
 - (ii) a Vendor is required to disclose the information by applicable law, provided that the Vendor has to the extent possible having regard to the required timing of the disclosure consulted with the Purchasers as to the form and content of the disclosure;
 - (iii) the disclosure is required for use in legal proceedings regarding this document except where the legal proceedings are instigated by a Vendor; or
 - (iv) the Purchasers has consented in writing prior to the disclosure.
- (c) This clause 11.4 will survive the expiry of this document.

12 Warranties

12.1 Vendor warranties

- (a) The Vendors warrant to the Purchasers that each of the Vendor Warranties is true and accurate, on the date of this document and on Completion, except a Vendor Warranty expressed as being given only at a particular time is given only at that time.
- (b) The Vendors acknowledge the Purchasers have entered into this document in reliance on the Vendor Warranties.

- (c) Each of the Vendor Warranties is a separate warranty in respect of each statement contained therein and are not to be restricted by reference to or interference from any other statement contained therein.
- (d) The Vendor Warranties do not merge on Completion and are not, other than as expressly provided for in this document, extinguished or affected by any investigation made by or on behalf of the Purchasers into the Business or by any other event or matter whatsoever except a specific and duly authorised written waiver or release by the Purchasers.

12.2 Mutual warranties

Each party to this document warrants to each other party that, as at the date of this document and on Completion:

- (a) it:
 - (i) is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;
 - (ii) has obtained all authorisations and approvals necessary for the execution, delivery and performance by it of this document in accordance with its terms;
- (b) it has full power, capacity and authority to enter into and perform its obligations under this document in accordance with its terms;
- (c) this document constitutes a legally valid and binding obligation of the party enforceable in accordance with its terms; and
- (d) the execution, delivery and performance of this document by the party does not constitute a breach of any law or obligation, or cause or result in a default under any agreement by which it is bound and that would prevent it from entering into and performing its obligations under this document.

12.3 CHL warranties

CHL warrants to the Vendors that, as at the date of this document and on Completion:

- (a) the Consideration Shares will be duly and validly issued free of all encumbrances and will be issued on the same terms as all other existing ordinary shares;
- (b) as at the date of this document
 - (i) CHL is not in breach of its continuous disclosure obligations under ASX Listing Rule 3.1; and
 - (ii) except as disclosed to the Vendors in writing prior to entry into this document, there is no information which CHL would be required to disclose under ASX Listing Rule 3.1 but which has not been disclosed as a result of an exclusion in, or a waiver given under, the ASX Listing Rules.

13 Limitation of Liability

13.1 Disclosed liabilities

No party is liable to make any payment (whether by way of damages or otherwise) for a breach of any Vendor Warranty (or any other warranty in this document) to the extent the breach is based on any fact, matter or circumstance disclosed in this document or Fairly Disclosed in the Disclosure Material.

13.2 Maximum aggregate amount

Other than in relation to a claim for fraudulent act or omission, the maximum aggregate amount that the Purchasers may recover from:

- (a) the Vendors for a breach of the Vendor Warranties is, subject to clause (b), an amount equal to 40% of the Purchase Price; or
- (b) the Vendors for a breach of a Vendor Warranty as to title is an amount equal to the Purchase Price;
- (c) the Vendors in relation to any other Claim under on in connection with this document, the Business or Assets is an amount equal to the Purchase Price,

whether by way of damages or otherwise, provided that the maximum aggregate amount the Purchasers may recover under subclauses (a) to (c) above is an amount equal to the Purchase Price.

13.3 Threshold limits

Other than in relation to a claim for fraudulent act or omission or in respect of a claim for breach of a warranty as to title or for an adjustment pursuant to clauses 4.2 and 7.2, the Vendors have no Liability for a Claim under this or in connection with this document:

- (a) unless the amount of the Claim (whether admitted by the Vendors, or settled between the Vendors and the Purchasers, or determined by a court of competent jurisdiction) in respect of that breach is an amount equal to \$15,000 or more (each such Claim a **Qualifying Claim**); and
- (b) until the aggregate of all Qualifying Claims exceeds \$100,000 (the **Threshold**) in which case the Purchasers shall be entitled to claim the entire amount of all Qualifying Claims and not just the excess.

13.4 Time limits

The Vendors (as applicable) are not liable to make any payment (whether by way of damages or otherwise) for any Claims unless a Claim is notified by the Purchasers in writing within 11 months after Completion.

13.5 Notice of potential Claim

As soon as reasonably possible after the Purchasers become aware of any circumstances which they are aware is or may be reasonably likely to give rise to a Claim under this clause they must notify the Vendors in writing of that fact.

13.6 Other limits on claims

The Liability of the Vendors in respect of any Claim is reduced or extinguished (as the case may be) to the extent that:

-
- (a) the breach giving rise to the Claim is capable of remedy and, within 30 Business Days after receiving notice of the Claim, the Vendors remedy the breach to the reasonable satisfaction of the Purchasers;
 - (b) the Claim has arisen as a result, or in consequence, of any voluntary act, omission, transaction or arrangement of or on behalf of the Purchasers after Completion;
 - (c) the Claim occurs or is increased as a result of law not in force or in effect at the date of this document or occurs as a result of a change in any interpretation of law, including any retrospective application of a change in applicable law;
 - (d) the Claim is a contingent liability unless and until it becomes an actual liability;
 - (e) the amount of the Claim is recovered by the Purchasers under a policy of insurance.

13.7 No consequential loss

The Vendors exclude all Liability for, and the Purchasers agree that the Vendors have no Liability for, indirect or consequential loss or damage (including for loss of profit (whether direct or indirect)) in contract, tort (including negligence), under any statute or Law or otherwise arising from or related in any way to this document or its subject matter.

13.8 No reliance on forecasts

The parties acknowledge and agree that the Vendor Warranties do not apply to any financial forecasts, estimates, budgets, business plans, projections, opinions of future performance or other statements relating to financial prospects of the Business or the Company that have been provided by the Vendors or their respective officers, agents, directors, advisers or employees. No warranty is given or representation made that any such financial forecast, estimate, budget, business plan, projection or opinion will be met or achieved. Any such information that has been provided to the Purchasers or its officers, agents, directors, advisers or employees was provided for information purposes only and on a non-reliance basis.

13.9 Mitigation of loss

Without prejudice to applicable laws, in relation to a Claim under this document, the Purchasers must take all reasonable actions to mitigate any loss related to that Claim.

13.10 Reduction of Purchase Price

Any amount payable by the Vendors to the Purchasers for a breach of warranty will be treated as a reduction in the Purchase Price.

14 GST

14.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 14 have the meanings given to those terms by GST Law (as applicable).
- (b) **Default GST** means any additional GST, penalty, interest or other sum levied against a Vendor under applicable GST Law or any other enactment by reason of the non-payment or late payment of GST (or Default GST) payable in respect of any supply made by a Vendor under this document, but does not include any sum levied against a Vendor by reason of a default by the Vendor after the payment of the GST (or Default GST) to the Vendor by the relevant Purchaser.

14.2 Plus GST

Any consideration for a supply made under or in connection with this document does not include an amount on account of GST. If GST is payable by a party on any supply that is made under or in connection with this document, then the recipient of the supply must also pay the supplier an amount equal to the GST chargeable in relation to that supply (being the GST-exclusive consideration multiplied by the prevailing rate of GST) at:

- (c) the same time and in the same manner as the GST-exclusive consideration for the supply; or
- (d) if earlier, the date that is 2 Business Days immediately prior to the date that the supplier is obliged to account to a tax authority for the GST payable.

14.3 Tax invoice

A supplier under clause 14.2 must provide the recipient of the supply with a tax invoice if required under GST Law (as applicable).

14.4 Purchasers' warranties

- (a) CHL and Camplify Aus warrant to the Vendors that they are registered for GST in Australia.
- (b) Camplify NZ warrants to the Vendors that it is registered for GST in New Zealand.

14.5 Vendors' warranties

The Vendors warrant to the Purchasers that they are registered for GST in New Zealand.

14.6 Supply of the Business and the Assets to Camplify NZ as a going concern

For the purposes the New Zealand GST Law, the parties agree that:

- (a) the supply of the Business and the Assets made by the Vendors to Camplify NZ (the **Relevant Supply**) under this document constitutes a supply of a going concern at the time of supply for the purposes of section 11(1)(m) of the New Zealand GST Law;
- (b) they intend the Relevant Supply is a supply of a taxable activity, or part of a taxable activity, that is capable of being carried on as a going concern by Camplify NZ; and
- (c) GST will be charged on the Relevant Supply at the rate of zero per cent as required by section 11(1)(m) of New Zealand GST Law.

14.7 Subsequent determinations

- (a) If it is subsequently determined by a tax authority in New Zealand or Australia that a supply under this document was incorrectly charged with GST and that GST and/or Default GST is chargeable on the Vendors in connection with that supply, the Purchasers shall pay the GST and Default GST so chargeable to the Vendors within two business days of demand by the Vendors.

- (b) It will not be a defence to a claim by the Vendors against the Purchaser for payment to a Vendor of any Default GST that the Vendors have failed to mitigate the Vendors' damages by paying an amount of GST when it fell due under New Zealand GST Law.

14.8 Reimbursement or indemnity

If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document (**reimbursable expense**), that reimbursement or indemnity shall be the sum of:

- (a) the amount of the reimbursable expense less any input tax deduction or input tax credit to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the other party's recovery or payment from the first party is deemed to be consideration for a supply made by the other party to the first party, any GST payable in respect of that supply in accordance with clause 14.2.

15 Confidentiality and Announcements

15.1 Obligation

Without limiting clause 11.4, each party other than the Purchasers (the **Recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to the Purchasers or its business (which is disclosed to the Recipient by the Purchasers, its representatives or advisers), this document or the terms of the sale other than to the extent that:

- (a) the information is in the public domain as at the date of this document (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
- (b) the Recipient is required to disclose the information by applicable law;
- (c) the disclosure is made by the Recipient to its employees, directors, agents, financiers or attorneys, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the Recipient to properly perform its obligations under this document or to conduct their business generally, in which case the Recipient must ensure that such financiers or advisors keep the information secret and confidential and do not divulge or disclose the information to any other person;
- (d) the disclosure is required for use in legal proceedings regarding this document; or
- (e) the Purchasers have consented in writing prior to the disclosure.

15.2 Representatives

Each Recipient must ensure that its directors, officers, employees, agents, representatives and related bodies corporate comply in all respects with the Recipient's obligations under this clause 15.

15.3 Announcements

Without limiting the foregoing and subject to the requirements of the ASX Listing Rules and NZX Listing Rules, the parties agree not to make, publish, broadcast, distribute or disseminate any public announcement concerning the sale of the Business or the Assets to any third party without the prior written consent of the other parties. If an announcement is required to be made in order for a party to comply with the ASX Listing Rules or NZX Listing Rules, that party must use reasonable endeavours to provide the other parties with the form of announcement for input prior to making the announcement.

15.4 Continuing obligation

This clause 15 survives the termination of this document. In addition, if this document terminates for any reason, the parties acknowledge that the provisions of this clause 15 remain in full force and effect.

15.5 Damages

Each party acknowledges that monetary damages alone may not be adequate compensation to the Purchasers for a breach of this clause 15 and that the Purchasers is entitled to seek an injunction from a court of competent jurisdiction if a Recipient fails to comply or threatens to fail to comply with this clause 15.

16 Dispute Resolution

16.1 Obligation

- (a) If a dispute arises in relation to this document, or in relation to the matters the subject of this document, the parties agree to use the dispute resolution steps in this clause commencing with negotiation between the parties, followed if necessary by mediation.
- (b) Any other timetable or process that applies to a specific dispute in this document supersedes this clause to the extent of any inconsistency.

16.2 Dispute Notice

- (a) Any Party claiming that a dispute has arisen must give written notice to the other parties of that dispute (**Dispute Notice**).
- (b) The Dispute Notice must:
 - (i) identify the party's representative for negotiations relating to the dispute, being a person with authority to settle the dispute on behalf of that party; and
 - (ii) set out in reasonable detail the issues the subject of the dispute and with all relevant particulars, a description of the circumstances giving rise to the dispute and the relief sought including, to the extent possible, any amount claimed.
- (c) The recipient of the Dispute Notice must within 10 Business Days of receipt of the Dispute Notice reply in writing to the other party (**Reply**):

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- (i) identifying the recipient's representative for negotiations relating to the dispute, being a person with authority to settle the dispute on behalf of the recipient; and
 - (ii) setting out in reasonable detail the recipient's response to the matter set out in the Dispute Notice and any additional matters the recipient considers relevant.
- (d) The representatives designated by each party will make whatever investigation each considers appropriate and within 10 Business Days of receipt of the Reply by the party which issued the Dispute Notice, use their reasonable endeavours to attempt to resolve the dispute by meeting to negotiate upon the dispute on a "without prejudice" basis and taking such other steps as are considered appropriate.

16.3 Referral to Mediation

- (a) If the parties are unable to resolve the dispute in accordance with the process referred to in clause 16.2(d), the parties agree to endeavour in good faith to refer the dispute to a qualified mediator to be agreed by the parties, or failing agreement within 10 Business Days, to be appointed by the Chair or their nominee of the Resolution Institute.
- (b) In the event of a referral to mediation:
 - (i) the mediator does not act as an expert or as an arbitrator;
 - (ii) the mediator will determine the procedure and timetable for the mediation; and
 - (iii) the cost of the mediation will be shared equally between Vendors on the one part and Purchaser on the other part (unless the mediator holds otherwise).

16.4 Bar to Court proceedings

- (a) The parties agree that, except where a party seeks urgent interim or interlocutory relief, no party may commence any court proceedings in relation to a dispute unless the process contemplated by this clause has first been invoked and complied with.
- (b) In the event that court proceedings are commenced in respect of a dispute in accordance with sub-clause 16.4, the parties agree that, subject to:
 - (i) the continuation of an application for urgent interim or interlocutory relief; and
 - (ii) an order made by the court concerning such an application,the court proceedings otherwise be stayed pending the parties invoking and implementing the mediation process contemplated by clause 16.3(a).

16.5 Continuing obligations

- (a) Prior to the determination of a dispute, the parties must continue to perform their respective obligations under this document in so far as those obligations are not the subject matter of a dispute. The innocent party need not continue performing its obligations:
 - (i) where the innocent party terminates this document in accordance with its terms; or
 - (ii) where the innocent party bona fide accepts a repudiatory breach of this document.
- (b) Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential the existence, nature and content of a dispute and any negotiation, mediation, expert determination, arbitration or other form of dispute resolution process entered into by the parties, except as required by law or a governmental agency.
- (c) Each party acknowledges that the content of information or documents exchanged or disclosed by the other party, the content of any offer of settlement made by the other party and the content of any negotiation undertaken pursuant to the abovementioned negotiation process:
 - (i) are made or disclosed on a "without prejudice" basis; and
 - (ii) may not be disclosed in any subsequent mediation, arbitration, expert determination or court proceedings (whether undertaken pursuant to this document or otherwise), save as to the extent that disclosure may be required to enforce in bona fide legal proceedings before a court of competent jurisdiction an agreed settlement or arbitral award.

17 General

17.1 Notices

- (a) A notice, consent or communication (**Notice**) given under or in connection with this document is only effective if it is:
 - (i) in writing, in English and signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is being given; and
 - (iii) given as follows:
 - (A) delivered by hand to that person's address;
 - (B) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (C) sent by email to that person's email address where the sender receives a delivery confirmation receipt.

- (b) A Notice is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt, and a person's address and email address are those set out in this document or as the person notifies the sender.

If a notice is	It is given and received on
Delivered by hand or sent by email	(a) that day, if delivered by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) five Business Days after posting, if sent within Australia; or (b) ten Business Days after posting, if sent to or from a place outside Australia.

17.2 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this document.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

17.3 Stamp Duty

The Purchasers will pay any stamp duty (including any fines and penalties) arising from the execution, delivery and performance of this document.

17.4 Costs and Expenses

Each Party will bear their own costs and expenses of negotiating, preparing, signing, delivering and registering this document and any other agreement or document entered into or signed under this document.

17.5 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this document.

17.6 Counterparts

This document may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

17.7 No Waiver

The failure or delay of a party to require full or partial performance of a provision, or a single or partial exercise of a right, power or remedy of this document does not affect the right of that party to require performance subsequently. A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

17.8 Entire Agreement

This document constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements, representations, undertakings, contracts, arrangements, promises, or understandings between the parties in connection with its subject matter. Except for the Vendor Warranties, all other warranties, terms, conditions, promises, representations and undertakings (whether express, implied, oral, written, collateral, statutory or otherwise) made or

given, or deemed to be made or given, by the Vendors or their respective employees, customers, advisers, agents or representatives are expressly excluded, the Purchasers agree that they have not relied upon any of them and agree not to assert that it has relied upon any of them, and the Vendors shall have no Liability in relation to them, to the maximum extent permitted by law.

17.9 Relationship

Except where this document expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

17.10 Invalidity

- (a) A word or provision must be read down if:
 - (i) this document is void, voidable, or unenforceable if it is not read down;
 - (ii) this document will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause 17.10(a). the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this document will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this document has full effect even if clause 17.10(b)(i) or 17.10(b)(ii) applies.

17.11 Electronic Execution

To the extent permitted by law, signatures to this document transmitted by electronic mail in 'portable document format' (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document will have the same effect as physical delivery of the paper document bearing the original signature.

Schedule 1 Plant & Equipment

18 Dell U2715H 27" Monitor 30% Office Equipment

19 Dell U2715H 27" Monitor 30% Office Equipment

20 Dell U2715H 27" Monitor 30% Office Equipment

CHWARE CH00625 10050 ACC PB tech LH laptop 30/06/2021

24 Lenovo Notebook Think Pad E550 30% Office Equipment

25 Lenovo Notebook Think Pad E550 30% Office Equipment

Schedule 2 Conditions Precedent

Item	Condition	Responsibility	Party benefitting
1.	(Insurance contract): the counterparty to the insurance contract between Star CamperCare and Mighway and SHAREaCAPMER consenting to the assignment of the contract to Camplify NZ	Vendors	Vendors and Purchasers

Schedule 3 Vendor Warranties

1.1 Corporate

- (a) No:
 - (i) meeting has been convened, resolution proposed, petition presented or order made for the winding up of the Vendors;
 - (ii) receiver, receiver and manager, provisional liquidator, liquidator, other officer of the court, or other person of similar function has been appointed in relation to all or any material assets of the Vendors;
 - (iii) security holder, mortgagee or chargee has taken, so far as it is aware attempted or indicated an intention to exercise its rights under any security of which the Vendors are the security provider, mortgagor or charger; or
 - (iv) event has taken place with respect to the Vendors which would make, or deem it to be, insolvent under any applicable law.
- (b) This document does not conflict with or result in a breach of or default under:
 - (i) any provision of the constitution of the Vendors;
 - (ii) any material term or any provision of any agreement or deed;
 - (iii) the NZX Listing Rules; or
 - (iv) any writ, order, injunction, judgment, law, rule or regulation to which the Vendors are party or is subject or by which the Vendors are bound.

1.2 Assets and records

- (a) All Business Records are complete and accurate in all material respects.
- (b) The Vendors own or will own immediately prior to Completion the Assets free from any Encumbrances, other than Permitted Encumbrances and there are no facts or circumstances which could result in the creation of any Encumbrance, other than Permitted Encumbrances.
- (c) Other than the Excluded Assets, the Assets are all of the assets necessary for the conduct and general operations of the Business in its ordinary course, and where the Assets do not include all of those assets, all such assets will be provided to the Purchasers at Completion.
- (d) There are no outstanding proposals of, or notices, orders or directions given by any governmental agency about the Assets or their use.
- (e) All information that is known to the Vendors relating to the Assets or otherwise the subject matter of this document which is material to be known to a purchaser thereof for value, has been disclosed to the Purchasers.

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- (f) There are no facts or circumstances known to the Vendors which may result in any order, notice, direction or proposal; or impair, prevent, or otherwise interfere with the use of the Assets prior to or after Completion.
 - (g) Other than the Business, the Vendors do not operate a peer to peer digital marketplace platform or business in the caravan, campervan or other vehicle hire industry.
 - (h) All Equipment:
 - (i) is in possession or control of the Vendors;
 - (ii) will not at Completion be subject to any Encumbrance, other than Permitted Encumbrances;
 - (iii) are not subject to any hiring or leasing arrangement, or hire purchase or finance lease arrangement, other than as is disclosed to the Purchasers; and
 - (iv) are in good repair and working order having regard to their age and fair wear and tear excepted.

1.3 Intellectual Property

- (a) Schedule 5 sets out a complete and accurate list of all Intellectual Property owned by or licensed to the Vendors which is used in the Business.
- (b) The Vendors hold, or will hold immediately prior to Completion, the Intellectual Property as sole legal and beneficial owner or will have the right to assign the Vendors' interest in the Intellectual Property immediately prior to Completion and free of all Encumbrances, other than Permitted Encumbrances.
- (c) Each item of Intellectual Property owned or used in the Business is valid, subsisting and enforceable and not subject to any pending or threatened proceedings for any opposition, revocation, cancellation, rectification or amendments.
- (d) So far as the Vendors are aware, there has been no unauthorised use or infringement by any person of any Intellectual Property.

1.4 Contracts

- (a) There are no material contracts, long term contracts, agreements, arrangements, acknowledgements, liabilities or obligations that have been entered into by the Vendors relevant to the Business other than those fully and specifically disclosed to Purchaser.
- (b) The Vendors are not a party to any hire contract with customers for the hire of the Equipment.
- (c) The Vendors have, in all material respects, duly complied with and fulfilled all obligations that it owes under any agreement to which it is a party that relates to the Business.

1.5 Compliance

- (a) The Vendors have conducted the Business up to and including the date of Completion in all material respects in accordance with the law in force in the states and/or territories in which it carries on Business.
- (b) The Vendors have, in connection with the Business, complied with and the Assets and contracts with owners and hirers are in or used in:
 - (i) material compliance with all laws, orders, rules and regulations of each governmental department, commission, board, agency or instrumentality, domestic or foreign, with limitation including, the necessary approvals of the applicable governmental departments in all locations where the Business operates;
 - (ii) material compliance with all laws, orders, certificates and regulations governing consumer product safety, product liability, hiring, wages, hours, employee plans and programs, collective bargaining and the payment of withholding and social security taxes (if any).
- (c) The Vendors have obtained all necessary licenses, approvals, consents, permissions and permits for all relevant government or semi government authorities necessary or required for the use of its Assets and for the Business operations.

1.6 Information

The Disclosure Materials are complete and true copies in all material respects and are accurate and not misleading or deceptive in any material respect.

1.7 Employees

- (a) The information provided by the Vendors regarding the Transferring Employees accurately sets out their name and the period of service, remuneration package (including bonuses, profit share and employee share plan entitlements), applicable allowances, redundancy or termination entitlements and accrued leave (including long service leave, annual leave and personal/carer's leave) as at date of this document.
- (b) The Vendors have disclosed to the Purchasers:
 - (i) all material terms and conditions applying to the relationship or relationships between the Vendor and the Transferring Employees;
 - (ii) all material information regarding the Transferring Employees; and
 - (iii) the workers compensation claim history of the Vendors with respect to each of the Transferring Employees.
- (c) All information provided by the Vendors to the Purchasers in respect of the Transferring Employees is true and accurate in all material respects.

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- (d) No formal claim has been made by a Transferring Employee against the Vendors which is current and unresolved.
 - (e) As at the date of this document, there are no legal proceedings pending or threatened in respect of which verbal or written communication had been given or received by or against the Vendors in respect of the Business in respect of applicable occupational health and safety, annual leave, long service leave, equal opportunity, discrimination, superannuation, workers compensation, migration and industrial or workplace laws
 - (f) There are no facts or disputes known to the Vendors which may or might give rise to any such legal proceedings.
 - (g) Each of the Transferring Employees is entitled to work in New Zealand and is not subject to any visa restriction preventing them from working for the Purchasers.
 - (h) All superannuation payments relating to Transferring Employees that are payable by Vendor with respect to the period up to Completion will be paid by the later of Completion and the due date for payment.

1.8 Litigation

- (a) The Vendors are not a plaintiff or defendant in or otherwise a party to any proceedings in connection with the Business which are in progress or threatened or pending by or against or concerning the Vendors, Contracts or any of the Assets.
- (b) There are no proceedings pending or threatened against the Vendors nor any facts known to the Vendors that could give rise to any proceedings against the Vendors in connection with the Business, Contracts or any of the Assets.
- (c) There are no claims, demands, litigation or disputes in respect of the Business or any of the Assets, nor are there any disputes, claims or demands in respect thereof which may give rise to litigation.

Schedule 4 Material Contracts

Nil

Schedule 5 Highway and SHAREaCAMPER Intellectual Property

1 Business Names

2 Domain Names

3 Trademarks

4 Intellectual Property Licences

- (a) The Software Licence Agreement dated 20 October 2021 between Tourism Holdings Limited, Tourism Holdings USA, Inc, Thor Industries Inc, and TH2Connect LLC relating to Mighway;
- (b) The licence included within clause 8 of the Sale and Purchase Agreement dated 6 May 2020 between TH2Connect LP, SAC – Share a Camper Pty Ltd and SAC – Share a Camper GmbH in respect of Share-a-Camper

Schedule 6 Trademarks


MIGHWAY

Country	Number	Mark	Status	Owner	Goods and services	Expiry
NZ	1037473	mighway	Registered	TH2CONNECT LP	<p>39. Transportation services; management, administration and organisation of the temporary use of motor vehicles; management, administration and organisation of motor vehicle sharing services, including matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, including, providing temporary use of motor vehicles; providing a website featuring information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing; providing a website for the arrangement and booking of vehicle rentals and the use of motor vehicles; providing an online searchable computer database featuring information on the motor vehicles of others; providing information and reviews on motor vehicles; travel agency services, including, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42. Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in</p>	18 Feb 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, including providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, including creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.	


Country	Number	Mark	Status	Owner	Goods and services	Expiry
NZ	1037472	MIGHWAY	Registered	TH2CONNECT LP	<p>39. Transportation services; management, administration and organisation of the temporary use of motor vehicles; management, administration and organisation of motor vehicle sharing services, including matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, including, providing temporary use of motor vehicles; providing a website featuring information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing; providing a website for the arrangement and booking of vehicle rentals and the use of motor vehicles; providing an online searchable computer database featuring information on the motor vehicles of others; providing information and reviews on motor vehicles; travel agency services, including, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42. Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and</p>	18 Feb 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					for scheduling, maintaining, and communicating with vehicles; computer services, including, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, including, creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
NZ	1037474		Registered	TH2CONNECT LP	<p>39. Transportation services; management, administration and organisation of the temporary use of motor vehicles; management, administration and organisation of motor vehicle sharing services, including matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, including, providing temporary use of motor vehicles; providing a website featuring information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing; providing a website for the arrangement and booking of vehicle rentals and the use of motor vehicles; providing an online searchable computer database featuring information on the motor vehicles of others; providing information and reviews on motor vehicles; travel agency services, including, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42. Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and</p>	18 Feb 2026


Country	Number	Mark	Status	Owner	Goods and services	Expiry
					for scheduling, maintaining, and communicating with vehicles; computer services, including, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, including, creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.	
WIPO	1324221 A	MIGHWAY	Registered	Tourism Holdings Limited (being assigned to TH2Connect LP)	35 Management and administration of the temporary use of motor vehicles; management and administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners. 39 Transportation services; organisation of the temporary use of motor vehicles; organisation of motor vehicle sharing services, namely matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, namely, providing temporary use of motor vehicles;	14 Jul 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>providing information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing provided via a website; arrangement and booking of vehicle rentals and the use of motor vehicles via a website; providing information on the motor vehicles of others (for transport) provided on an online searchable computer database; providing information and reviews on motor vehicles for transportation purposes; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42 Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
WIPO	1319303 A		Registered	Tourism Holdings Limited (being assigned to TH2Connect LP)	<p>users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.</p> <p>35 Administration of the temporary use of motor vehicles; administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners.</p> <p>39 Transportation services; management and organisation of the temporary use of motor vehicles; management and organisation of motor vehicle sharing services, including matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, including, providing temporary use of motor vehicles; providing information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing, through a website; providing arrangement and booking of vehicle rentals and the use of motor vehicles, through a website; providing information on the motor vehicles of others, for transport purposes, through an online searchable database; providing rental information and reviews on motor vehicles; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42 Providing temporary use of non-downloadable software for providing transportation services, booking for</p>	19 Apr 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, hosting, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.	
WIPO	1324006 A	mighway	Registered	Tourism Holdings Limited (being assigned to TH2Connect LP)	35 Management and administration of the temporary use of motor vehicles; management and administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners. 39 Transportation services; organisation of the temporary use of motor vehicles; organisation of motor vehicle sharing services, namely matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, namely, providing temporary use of motor vehicles; providing information regarding transportation	14 Jul 2026



Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>services and booking information, advisory and consultancy services relating to the foregoing provided via a website; arrangement and booking of vehicle rentals and the use of motor vehicles via a website; providing information on the motor vehicles of others (for transport) provided on an online searchable computer database; providing information and reviews on motor vehicles for transportation purposes; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services.</p> <p>42 Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered users to participate in motor vehicle sharing</p>	



Country	Number	Mark	Status	Owner	Goods and services	Expiry
Aus	1809772		Protected	Tourism Holdings Limited (being assigned to TH2Connect LP)	<p>services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services.</p> <p>35 Administration of the temporary use of motor vehicles; administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners</p> <p>39 Transportation services; management and organisation of the temporary use of motor vehicles; management and organisation of motor vehicle sharing services, including matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, including, providing temporary use of motor vehicles; providing information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing, through a website; providing arrangement and booking of vehicle rentals and the use of motor vehicles, through a website; providing information on the motor vehicles of others, for transport purposes, through an online searchable database ;providing rental information and reviews on motor vehicles; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services</p> <p>42 Providing temporary use of non-downloadable software for providing</p>	19 Apr 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, hosting, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services	
Aus	18/15910	mighway	Protected	Tourism Holdings Limited (being assigned to TH2Connect LP)	35 Management and administration of the temporary use of motor vehicles; management and administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners. 39 Transportation services; organisation of the temporary use of motor vehicles; organisation of motor vehicle sharing services, namely matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, namely, providing temporary use of motor vehicles;	14 Jul 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>providing information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing provided via a website; arrangement and booking of vehicle rentals and the use of motor vehicles via a website; providing information on the motor vehicles of others (for transport) provided on an online searchable computer database; providing information and reviews on motor vehicles for transportation purposes; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services</p> <p>42 Providing temporary use of non-downloadable software for providing transportation services, booking for transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered</p>	


Country	Number	Mark	Status	Owner	Goods and services	Expiry
Aus	1815965	MIGHWAY	Protected	Tourism Holdings Limited (being assigned to TH2Connect LP)	<p>users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services</p> <p>35 Management and administration of the temporary use of motor vehicles; management and administration of motor vehicle sharing services, including matching drivers of motor vehicles with car owners</p> <p>39 Transportation services; organisation of the temporary use of motor vehicles; organisation of motor vehicle sharing services, namely matching drivers of motor vehicles with car owners; vehicle rental reservation services; motor vehicle sharing services, namely, providing temporary use of motor vehicles; providing information regarding transportation services and booking information, advisory and consultancy services relating to the foregoing provided via a website; arrangement and booking of vehicle rentals and the use of motor vehicles via a website; providing information on the motor vehicles of others (for transport) provided on an online searchable computer database; providing information and reviews on motor vehicles for transportation purposes; travel agency services, namely, making reservations and bookings for transportation; providing online reservation, booking and search services for use of motor vehicle rentals; providing information and advice in relation to the aforesaid services</p> <p>42 Providing temporary use of non-downloadable software for providing transportation services, booking for</p>	14 Jul 2026

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					transportation services and dispatching vehicles to customers and arranging for drop off and pick up of vehicles to customers; providing temporary use of non-downloadable computer programs for use in scheduling, planning, organising, managing and providing the temporary use of motor vehicles; application service provider services featuring computer programs for use in transportation reservation services, for scheduling, planning, organizing, managing and sharing the temporary use of motor vehicles and for scheduling, maintaining, and communicating with vehicles; computer services, namely, providing, maintaining and administering computer software platforms for the organising, administration and management of motor vehicle sharing; computer services, namely, creating an online community for registered users to participate in motor vehicle sharing services and to engage in social, business, and community networking; software as a service (SaaS) services; information and advice relating to the aforesaid services	
NZ	Unregistered		Unregistered	TH2Connect LP		
AUS	Unregistered		Unregistered	TH2Connect LP		


Country	Number	Mark	Status	Owner	Goods and services	Expiry
NZ	Unregistered		Unregistered	TH2Connect LP		
AUS	Unregistered		Unregistered	TH2Connect LP		

SHARE A CAMPER


Country	Number	Mark	Status	Owner	Goods and services	Expiry
AUS	2090499	SHARE A CAMPER	Under examination	TH2Connect LP	39: Transportation, travel and tourism services, including arranging of transport and travel, reservation of transport, travel, tours and tourist activities; vehicle rental, lease and hire including car, coach, motorhome or caravan rental lease or hire; rental, lending and barter of vehicles (car-sharing); rental, lending and barter of campers (recreational vehicles) (camper-sharing); rental, lending and barter of boots (boot-sharing); rental, lending and barter of motor cycles (motor cycles-sharing); rental, lending and barter via an worldwide computer network regarding the shared usage of vehicles, campers (recreational vehicles), boots and motor cycles as well as the offering of a ride/lift between owners of vehicles and individuals in search for a ride/lift; arranging and conducting joint or divided usage of vehicles (vehicle-sharing), campers (recreational vehicles) (campers-sharing), boots (boots-sharing) and	Acceptance due 19 Feb 2022

Country	Number	Mark	Status	Owner	Goods and services	Expiry
WIPO	1273183		Registered	TH2Connect LP	<p>motor cycles (motor cycles-sharing) and particularly information on availability, bookings, reservation of vehicles, campers (recreational vehicles), boots and motor cycles; rental of parking space for vehicles; procurement of travel transportation services; procurement of travel and passenger transportation; procurement of the transportation of travellers and passengers; travel arrangements; procurement of travel; procurement and arranging the use of transport; procurement and arranging the use of vehicles; provision of information relating to travel, transport and tourist services; booking agency services for travel, travel reservation services; provision of all the aforesaid services online, via an intranet, the Internet or by other electronic means.</p> <p>35 Procurement of contracts for others [online or offline] regarding the sale and purchase, the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; procurement of contracts for others regarding the provision of services; consultation of owners of vehicles, campers [recreational vehicles], boots and motor cycles, namely support of the owners to provide the best possible advertisement for their vehicle, camper [recreational vehicle], boot and motor cycle in the internet; advice relating to barter trade.</p> <p>38 Providing access to information in the internet; access to content, websites and internet portals; worldwide computer network access services; providing on-line forums for transmission of messages among computer users regarding offers to barter, to rent and to</p>	28 May 2025


Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>lend vehicles, campers [recreational vehicles], boots and motor cycles; providing a website with published evaluations and recommendations of users regarding the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; providing access to a website containing information regarding offers and bookings of the sharing of vehicles, campers [recreational vehicles], boots and motor cycles as well as car parking; providing access to platforms, mobile networks or other data or communication networks in particular platforms to organize a joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles; campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing].</p> <p>39 Rental, lending and barter of vehicles [car-sharing]; rental, lending and barter of campers [recreational vehicles] [camper-sharing]; rental, lending and barter of boots [boot-sharing]; rental, lending and barter of motor cycles [motor cycles-sharing]; rental, lending and barter via an worldwide computer network regarding the shared usage of vehicles, campers [recreational vehicles], boots and motor cycles as well as the offering of a ride/lift between owners of vehicles and individuals in search for a ride/lift; arranging and conducting joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles] [campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing] and particularly information on availability, bookings, reservation of vehicles, campers [recreational vehicles], boots and motor cycles; rental of parking space for vehicles; procurement of transportation services;</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
NZ	1031667		Protected	TH2Connect LP	<p>procurement of travel and passenger transportation; procurement of the transportation of travelers and passengers; travel arrangements; procurement of travel; procurement and arranging the use of transport; procurement and arranging the use of vehicles.</p> <p>42 Computer software development services; services for the design of computer software for the rental, the lending and the barter of vehicles, campers [recreational vehicles], boots and motor cycles.</p> <p>35 Procurement of contracts for others [online or offline] regarding the sale and purchase, the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; procurement of contracts for others regarding the provision of services; consultation of owners of vehicles, campers [recreational vehicles], boots and motor cycles, namely support of the owners to provide the best possible advertisement for their vehicle, camper [recreational vehicle], boot and motor cycle in the internet; advice relating to barter trade.</p> <p>38 Providing access to information in the internet; access to content, websites and internet portals; worldwide computer network access services; providing on-line forums for transmission of messages among computer users regarding offers to barter, to rent and to lend vehicles, campers [recreational vehicles], boots and motor cycles; providing a website with published evaluations and recommendations of users regarding the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; providing</p>	28 May 2025


Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>access to a website containing information regarding offers and bookings of the sharing of vehicles, campers [recreational vehicles], boots and motor cycles as well as car parking; providing access to platforms, mobile networks or other data or communication networks in particular platforms to organize a joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles; campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing].</p> <p>39 Rental, lending and barter of vehicles [car-sharing]; rental, lending and barter of campers [recreational vehicles] [camper-sharing]; rental, lending and barter of boots [boot-sharing]; rental, lending and barter of motor cycles [motor cycles-sharing]; rental, lending and barter via an worldwide computer network regarding the shared usage of vehicles, campers [recreational vehicles], boots and motor cycles as well as the offering of a ride/lift between owners of vehicles and individuals in search for a ride/lift; arranging and conducting joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles] [campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing] and particularly information on availability, bookings, reservation of vehicles, campers [recreational vehicles], boots and motor cycles; rental of parking space for vehicles; procurement of transportation services; procurement of travel and passenger transportation; procurement of the transportation of travelers and passengers; travel arrangements; procurement of travel; procurement and arranging the use of transport; procurement and arranging the use of vehicles.</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
Aus	1734138		Protected	TH2Connect LP	<p>42 Computer software development services; services for the design of computer software for the rental, the lending and the barter of vehicles, campers [recreational vehicles], boots and motor cycles.</p> <p>35: Procurement of contracts for others [online or offline] regarding the sale and purchase, the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; procurement of contracts for others regarding the provision of services; consultation of owners of vehicles, campers [recreational vehicles], boots and motor cycles, namely support of the owners to provide the best possible advertisement for their vehicle, camper [recreational vehicle], boot and motor cycle in the internet; advice relating to barter trade</p> <p>Class 38: Providing access to information in the internet; access to content, websites and internet portals; worldwide computer network access services; providing on-line forums for transmission of messages among computer users regarding offers to barter, to rent and to lend vehicles, campers [recreational vehicles], boots and motor cycles; providing a website with published evaluations and recommendations of users regarding the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; providing access to a website containing information regarding offers and bookings of the sharing of vehicles, campers [recreational vehicles], boots and motor cycles as well as car parking; providing access to platforms, mobile networks or other data or communication networks in</p>	28 May 2025

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>particular platforms to organize a joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles; campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing]</p> <p>Class 39: Rental, lending and barter of vehicles [car-sharing]; rental, lending and barter of campers [recreational vehicles] [camper-sharing]; rental, lending and barter of boots [boot-sharing]; rental, lending and barter of motor cycles [motor cycles-sharing]; rental, lending and barter via an worldwide computer network regarding the shared usage of vehicles, campers [recreational vehicles], boots and motor cycles as well as the offering of a ride/lift between owners of vehicles and individuals in search for a ride/lift; arranging and conducting joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles] [campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing] and particularly information on availability, bookings, reservation of vehicles, campers [recreational vehicles], boots and motor cycles; rental of parking space for vehicles; procurement of transportation services; procurement of travel and passenger transportation; procurement of the transportation of travelers and passengers; travel arrangements; procurement of travel; procurement and arranging the use of transport; procurement and arranging the use of vehicles</p> <p>Class 42: Computer software development services; services for the design of computer software for the rental, the lending and the barter of vehicles, campers [recreational vehicles], boots and motor cycles</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
USA	5015217		Registered	TH2Connect LP	<p>35 Procurement of contracts for others online or offline regarding the sale and purchase, the barter, the rental and the lending of vehicles, recreational vehicles in the nature of campers, boats and motor cycles; consultation of owners of vehicles, recreational vehicles in the nature of campers, boats and motor cycles, namely, advertising consulting services for owners to provide the best possible advertisement for their vehicle, recreational vehicles in the nature of campers, boats and motor cycles on the internet; advice relating to barter exchange of products and services</p> <p>38 Providing access to the internet for users to obtain information; providing access to the internet for users to access content, websites and internet portals; worldwide computer network access services; providing on-line forums for transmission of messages among computer users regarding offers to barter, to rent and to lend vehicles, recreational vehicles in the nature of campers, boats and motor cycles; providing access to a website on a global computer network with published evaluations and recommendations of users regarding the barter, the rental and the lending of vehicles, recreational vehicles in the nature of campers, boats and motor cycles; providing access to a website on a global computer network containing information regarding offers and bookings of the sharing of vehicles, recreational vehicles in the nature of campers, boats and motor cycles as well as car parking; providing access to websites on a global computer network, mobile Internet networks and other data or communication networks, namely, Internet websites, all for organizing a joint or</p>	28 May 2025

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>divided usage of vehicles, recreational vehicles in the nature of campers, boats and motor cycles</p> <p>39 rental and lending of vehicles for car-sharing where users can barter with respect to prices; rental and lending of recreational vehicle in the nature of campers for camper-sharing where users can barter with respect to prices; rental and lending of boats for boat-sharing where users can barter with respect to prices; rental and lending of motor-cycles for motor-cycling-sharing where users can barter with respect to prices; rental and lending of shared vehicles via a worldwide computer network, namely, rental and lending of recreational vehicles in the nature of campers, boats, and motor cycles where users can barter with respect to prices as well as the transport of passengers by motor vehicles by owners of vehicles for individuals in search for a ride/lift; arranging and conducting the transportation of people using vehicles, namely, recreational vehicles in the nature of campers, boats and motor cycles and providing information on availability, bookings, and reservation of vehicles, recreational vehicles in the nature of campers, boats and motor cycles; rental of parking space for vehicles; procurement of travel and passenger transportation, namely, coordinating the transportation of passengers by motor vehicles; travel arrangements, namely, coordinating travel arrangements for individuals and groups; procurement of travel, namely, coordinating travel arrangements for individuals and groups; procurement and arranging the use of transport, namely, coordinating the transportation of</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
Norway Australia New Zealand United States Switzerland	1273183		In force	TH2Connect LP	<p>individuals and groups by motor vehicles, airplanes, boats, and trains</p> <p>42 computer software development services; services in the nature of the design of computer software for the rental, the lending and the barter of vehicles, recreational vehicles in the nature of campers, boats, and motor cycles</p> <p>35 Procurement of contracts for others [online or offline] regarding the sale and purchase, the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; procurement of contracts for others regarding the provision of services; consultation of owners of vehicles, campers [recreational vehicles], boots and motor cycles, namely support of the owners to provide the best possible advertisement for their vehicle, camper [recreational vehicle], boot and motor cycle in the internet; advice relating to barter trade.</p> <p>38 Providing access to information in the internet; access to content, websites and internet portals; worldwide computer network access services; providing on-line forums for transmission of messages among computer users regarding offers to barter, to rent and to lend vehicles, campers [recreational vehicles], boots and motor cycles; providing a website with published evaluations and recommendations of users regarding the barter, the rental and the lending of vehicles, campers [recreational vehicles], boots and motor cycles; providing access to a website containing information regarding offers</p>	28 May 2025

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					<p>and bookings of the sharing of vehicles, campers [recreational vehicles], boots and motor cycles as well as car parking; providing access to platforms, mobile networks or other data or communication networks in particular platforms to organize a joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles; campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing].</p> <p>39</p> <p>Rental, lending and barter of vehicles [car-sharing]; rental, lending and barter of campers [recreational vehicles] [camper-sharing]; rental, lending and barter of boots [boot-sharing]; rental, lending and barter of motor cycles [motor cycles-sharing]; rental, lending and barter via an worldwide computer network regarding the shared usage of vehicles, campers [recreational vehicles], boots and motor cycles as well as the offering of a ride/lift between owners of vehicles and individuals in search for a ride/lift; arranging and conducting joint or divided usage of vehicles [vehicle-sharing], campers [recreational vehicles] [campers-sharing], boots [boots-sharing] and motor cycles [motor cycles-sharing] and particularly information on availability, bookings, reservation of vehicles, campers [recreational vehicles], boots and motor cycles; rental of parking space for vehicles; procurement of transportation services; procurement of travel and passenger transportation; procurement of the transportation of travelers and passengers; travel arrangements; procurement of travel;</p>	

Country	Number	Mark	Status	Owner	Goods and services	Expiry
					procurement and arranging the use of transport; procurement and arranging the use of vehicles. 42 Computer software development services; services for the design of computer software for the rental, the lending and the barter of vehicles, campers [recreational vehicles], boots and motor cycles.	

Signing Page

Executed as an agreement

Executed by TOURISM HOLDINGS)
LIMITED NZCN 248179 by:)
)

Signature of authorised person

Print name of authorised person

Executed by TH2CONNECT LP)
NZBN 94 290 458 821 35 ABN 34 688)
895 460 by its General Partner, **TH2**)
CONNECT GP LIMITED by:)

Signature of Director

Signature of Director/Secretary

Print name of Director

Print name of Director/Secretary

Executed by CAMPLIFY HOLDINGS)
LIMITED ACN 647 333 962 in)
 accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)

Signature of Director

Signature of Director/Secretary

Print name of Director

Print name of Director/Secretary

Signing Page

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Signature of authorised person

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Corporations Act 2001 (Cth) by:)




Signature of Director

Signature of Director/Secretary

Trent Bagnall

Justin Hales

Print name of Director

Print name of Director/Secretary

Executed by **CAMPLIFY CO**)
(AUSTRALIA) PTY LIMITED ACN)
603 217 287 in accordance with)
section 127 of the *Corporations Act*)
2001 (Cth) by:



Signature of Director

Trent Bagnall

Print name of Director



Signature of Director/Secretary

Justin Hales

Print name of Director/Secretary

Executed by **CAMPLIFY CO (NZ)**)
LIMITED NZCN 7474797 by:)
))



Signature of Director

Trent Bagnall

Print name of Director



Signature of Director/Secretary

Justin Hales

Print name of Director/Secretary

Annexure A Data Room Index

Annexure B Restriction Agreement

Annexure C Heads of Agreement

Annexure D Managed Partner Services Agreement



Deed of Variation

in relation to a business and asset sale agreement

Tourism Holdings Limited (**THL**)
TH2connect LP (**TH2connect LP**)
Camplify Holdings Limited (**CHL**)
Camplify Co (Australia) Pty Ltd (**Camplify Aus**)
Camplify Co (NZ) Limited (**Camplify NZ**)

Deed of Variation

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Details

Date 1 December 2021

Parties

Name	Tourism Holdings Limited NZCN 248179
Short form name	THL
Notice details	Address: Level 1, 83 Beach Road, Auckland 1010, New Zealand
Name	TH2connect LP NZBN 94 290 458 821 35, ABN 34 688 985 460
Short form name	TH2connect LP
Notice details	Address: Level 1, 83 Beach Road, Auckland 1010, New Zealand
Name	Camplify Holdings Limited ACN 647 333 962
Short form name	CHL
Notice details	Address: C/ - 59 Parry Street, Newcastle NSW 2300
Name	Camplify Co (Australia) Pty Ltd ACN 603 217 287
Short form name	Camplify Aus
Notice details	Address: C/ - 59 Parry Street, Newcastle NSW 2300
Name	Camplify Co (NZ) Limited NZCN 7474797
Short form name	Camplify NZ
Notice details	Address: C/ - 2 Alfred Street, Mayfield, Blenheim 7201, New Zealand

Background

- A The THL, TH2connect LP, CHL, Camplify Aus and Camplify NZ are parties to the business and asset sale agreement dated 25 October 2021 (**Original Agreement**), pursuant to which THL and TH2connect LP (collectively the **Vendors**) have agreed to sell and Camplify Aus and Camplify NZ (collectively, the **Purchaser**) has agreed to buy the Business and Assets on the terms set out in the Original Agreement.
- B The parties have agreed to make certain amendments the terms of the Original Agreement to take effect on the date of this Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Capitalised terms have the meaning given to it as that term is defined in the Original Agreement or as set out below or as the context provides.

Business Day means any day other than a Saturday, Sunday or public holiday in Newcastle, New South Wales.

Deed means this deed.

Effective Date means the date of this Deed.

Original Agreement means the business and asset sale agreement entered into by the parties and dated 25 October 2021.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
- (b) references to statutes include any statutory modification or re-enactment of the statute concerned;
- (c) words and expressions in the singular include the plural and vice versa;
- (d) headings are for convenience only and are to be ignored in construing this Deed; and
- (e) the term **including** or **includes** is deemed to be without limitation.

2. Variation to Original Agreement

With effect from the Effective Date, the parties agree to vary the Original Agreement as follows:

- (a) New definitions are to be inserted at clause 1.1:

‘Commerce Commission means the New Zealand Commerce Commission.’

‘NZCC Condition has the meaning given to it at Schedule 2 of this document.’

- (b) Schedule 2 is deleted and replaced with:

Item	Condition	Responsibility	Party benefitting
1.	(Insurance contract): the counterparty to the insurance contract between Star CamperCare and Highway and SHAREaCAPMER consenting to the assignment of the contract to Camplify NZ	Vendors	Vendors and Purchasers
2.	(NZCC Condition): the receipt by the Purchasers of a notice in writing from the Commerce Commission giving clearance for the transactions contemplated by this Agreement	Purchasers	N/A

- (c) Clause 3.1 is amended by adding the following at the end of clause 3.1:

“Notwithstanding the preceding sentence, the Condition Precedent at item 2 of Schedule 2 cannot be waived.”

- (d) Clause 3.4 is amended as follows:
- "If any Condition Precedent is not satisfied or, in the case of the Condition Precedent at item 1 of Schedule 2 only, waived on or before ~~30 November 2021~~ 30 April 2022 then this document may be immediately terminated by either party giving written notice to the others (provided that the terminating party has complied with its obligations under clauses 3.2 and 3.5), in which case."*
- (e) A new clause 3.5 is inserted with the text attached as a Schedule to this Deed.
- (f) Clause 4.2(a) is amended as follows:
- "(Hirer Deposits) deducting the amount (if any) by which the estimated amount of Hirer Deposits as notified by the Vendors to the Purchasers in writing and approved by the Purchasers in writing not later than 2 Business Days prior to Completion exceeds NZ\$500,000 and is less than NZ\$1,000,001. For the avoidance of doubt, the maximum amount that can be deducted is NZ\$500,000."*
- (g) A new clause 6.2(m) is inserted as follows:
- "pay to the Purchasers the estimated amount of Hirer Deposits as notified by the Vendors to the Purchasers in writing and approved by the Purchasers in writing not later than 2 Business Days prior to Completion, in accordance with clause 4.2(a):*
- (i) *an amount of Hirer Deposits up to NZ\$500,000; and*
- (ii) *any amount of Hirer Deposits (if any) that exceeds NZ\$1,000,000,*
- with the balance (being the amount of Hirer Deposits that exceeds NZ\$500,000 but is less than NZ\$1,000,001) to be dealt with in accordance with clause 4.2(a)."*
- (h) Clause 7.2(b) is amended as follows:
- "a shortfall in the adjustment for Hirer Deposits pursuant to clause 4.2(a) or 6.2(m)."*
- (i) Clause 13.3 is amended as follows:
- "Other than in relation to a claim for fraudulent act or omission or in respect of a claim for breach of a warranty as to title or for an adjustment pursuant to clauses 4.2 and 7.2 or a claim in respect of clause 6.2(m), the Vendors have no Liability for a Claim under this or in connection with this document."*
- For the avoidance of doubt, there are no amendments to paragraph (a) or (b) of clause 13.3.

3. Notices

All notices, requests, demands and waivers required to be given pursuant to this Deed must be in writing and will be deemed to be duly given if delivered in person or sent by email addressed to the party to whom it is to be delivered at their address set out in the Details section above or to such other address as that party has most recently notified in writing.

4. Miscellaneous

4.1 Original Agreement

The parties agree that except to the extent varied by the Deed, the Original Agreement remains in full force and effect.

4.2 Counterparts

This Deed may be executed in two or more counterparts (including pdf copies) and, provided each party has executed a counterpart, the counterparts together will form a binding and enforceable agreement between the parties.

4.3 Further assurances

Each party will make all applications, execute all documents and do all acts and things necessary to implement and to carry out its obligations under this Deed.

4.4 Assignment

No party may assign or transfer all or any part of its rights or obligations under this Deed without the prior written consent of the other party.

4.5 Waiver

No failure or delay by either party in exercising any right, power or privilege under this Deed will operate as a waiver, nor will any single or partial exercise of any right under this Deed preclude any other or further exercise or the exercise of any other right, power or privilege under this Deed.

4.6 Governing law

This Deed is governed by, and is to be construed in accordance with, the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Signing page

EXECUTED as a deed by:

TOURISM HOLDINGS LIMITED NZCN 248179 by:



Signature of director

Rob Campbell

Name of director



Signature of director

Rob Hamilton

Name of director

TH2CONNECT LP NZBN 94 290 458 821 35 ABN 34
688 895 460 by its General Partner, **TH2 CONNECT
GP LIMITED**:



Signature of director

Nick Judd

Name of director



Signature of director

Grant Webster

Name of director

CAMPLIFY HOLDINGS LIMITED ACN 647 333 962
in accordance with section 127 of the Corporations
Act 2001 (Cth) by:

Signature of director

Name of director

Signature of director

Name of director

CAMPLIFY CO (AUSTRALIA) PTY LIMITED ACN
603 217 287 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of director

Name of director

Signature of director

Name of director

CAMPLIFY CO (NZ) LIMITED NZCN 7474797 by:

Signature of director

Name of director

Signature of director

Name of director

Signing page

EXECUTED as a deed by:

TOURISM HOLDINGS LIMITED NZCN 248179 by:

Signature of director

Name of director

Signature of director

Name of director

TH2CONNECT LP NZBN 94 290 458 821 35 ABN 34
688 895 460 by its General Partner, **TH2 CONNECT
GP LIMITED**:

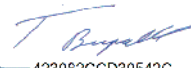
Signature of director

Name of director

Signature of director

Name of director

CAMPLIFY HOLDINGS LIMITED ACN 647 333 962
in accordance with section 127 of the Corporations
Act 2001 (Cth) by:

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Signature of director
Trent Bagnall

Name of director

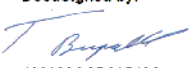
Signature of director

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Stephanie Hinds

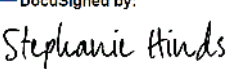
Name of director

CAMPLIFY CO (AUSTRALIA) PTY LIMITED ACN
603 217 287 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

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Signature of director
Trent Bagnall


Name of director _____

DocuSigned by:

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Signature of director
Stephanie Hinds

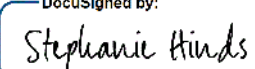
Name of director _____

CAMPLIFY CO (NZ) LIMITED NZCN 7474797 by:

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Signature of director
Trent Bagnall

Name of director _____

DocuSigned by:

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Signature of director
Stephanie Hinds

Name of director _____

Schedule – New clause 3.5

Specific obligations relating to the NZCC Condition

- (a) Without limiting clause 3.2, in relation to the application for clearance to be made by the Purchasers as set out in item 2 of Schedule 2 (the **NZCC Application**):
 - (i) the Purchasers are to apply for such clearance as soon as reasonably practicable;
 - (ii) the Purchasers shall provide the Vendors with a final draft of their NZCC Application (including any schedules) to enable the Vendors to review and comment on the application;
 - (iii) the Vendors shall provide to the Purchasers any comments on the NZCC Application, in writing, as soon as reasonably practicable after the date the draft application is provided to it;
 - (iv) the Purchasers are to:
 - (aa) give due consideration to any amendments reasonably requested by the Vendors;
 - (bb) pay the application fee that must accompany the NZCC Application and meet all other costs associated with the preparation of the NZCC Application and the satisfaction of the NZCC Condition;
 - (cc) provide the Vendors with a copy of the NZCC Application as soon as reasonably practicable after the date it is submitted to the Commerce Commission;
 - (dd) keep the Vendors regularly informed (including as reasonably requested by the Vendors) as to progress in procuring the satisfaction of the NZCC Condition, including providing copies of all correspondence received from, or provided to, the Commerce Commission;
 - (ee) consult with the Vendors concerning the content of any proposed correspondence with the Commerce Commission or any document to be provided to the Commerce Commission (and the Purchasers will give due consideration to any comments which the Vendors make to the Purchasers).
- (b) Nothing in this clause 3.5 shall require the Purchasers to disclose to, or discuss with, the Vendors any information which is commercially sensitive, confidential or legally privileged (**Protected Material**). To the extent the Purchasers share any documents or other information with the Vendors, they shall be entitled to redact such documents, or limit such other information to ensure that it does not contain any Protected Material.



Deed of Variation

in relation to a business and asset sale agreement

—

Tourism Holdings Limited (**THL**)

TH2connect LP (**TH2connect LP**)

Camplify Holdings Limited (**CHL**)

Camplify Co (Australia) Pty Ltd (**Camplify Aus**)

Camplify Co (NZ) Limited (**Camplify NZ**)

—

Deed of Variation

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Details

Date **29 April 2022**

Parties

Name	Tourism Holdings Limited NZCN 248179
Short form name	THL
Notice details	Address: Level 1, 83 Beach Road, Auckland 1010, New Zealand
Name	TH2connect LP NZBN 94 290 458 821 35, ABN 34 688 985 460
Short form name	TH2connect LP
Notice details	Address: Level 1, 83 Beach Road, Auckland 1010, New Zealand
Name	Camplify Holdings Limited ACN 647 333 962
Short form name	CHL
Notice details	Address: C/ - 59 Parry Street, Newcastle NSW 2300
Name	Camplify Co (Australia) Pty Ltd ACN 603 217 287
Short form name	Camplify Aus
Notice details	Address: C/ - 59 Parry Street, Newcastle NSW 2300
Name	Camplify Co (NZ) Limited NZCN 7474797
Short form name	Camplify NZ
Notice details	Address: C/ - 2 Alfred Street, Mayfield, Blenheim 7201, New Zealand

Background

- A THL, TH2connect LP, CHL, Camplify Aus and Camplify NZ are parties to the business and asset sale agreement dated 25 October 2021 (**Original Agreement**), pursuant to which THL and TH2connect LP (collectively the **Vendors**) have agreed to sell and Camplify Aus and Camplify NZ (collectively, the **Purchaser**) has agreed to buy the Business and Assets on the terms set out in the Original Agreement.
- B The parties subsequently entered into a Deed of Variation dated 1 December 2021 pursuant to which they agreed to make certain amendments to the terms of the Original Agreement (**Deed of Variation**).
- C The parties have agreed to make further amendments to the terms of the Original Agreement to take effect on the date of this Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Deed means this deed.

Deed of Variation means the variation to the Original Agreement dated 1 December 2021.

Effective Date means the date of this Deed.

Original Agreement means the business and asset sale agreement dated 25 October 2021.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
- (b) references to statutes include any statutory modification or re-enactment of the statute concerned;
- (c) words and expressions in the singular include the plural and vice versa;
- (d) headings are for convenience only and are to be ignored in construing this Deed; and
- (e) the term **including** or **includes** is deemed to be without limitation.

2. Variation to Original Agreement

With effect from the Effective Date, the parties agree to vary the Original Agreement as follows:

- (a) The definition of 'Tranche 1 Shares' at clause 1.1 is to be amended as follows:

'Tranche 1 Shares means 1,059,162 CHL Shares, being the aggregate of:

- (a) the CHL Shares to the value of the Completion Payment calculated in accordance with the definition of Consideration Shares; less
- (b) 44,131 CHL Shares.

- (b) The definition of 'Tranche 2 Shares' at clause 1.1 is to be amended as follows:

'Tranche 2 Shares means the aggregate of:

- (a) the CHL Shares to the value of the Deferred Consideration calculated in accordance with the definition of Consideration Shares; plus
- (b) 44,131 CHL Shares.

3. Notices

All notices, requests, demands and waivers required to be given pursuant to this Deed must be in writing and will be deemed to be duly given if delivered in person or sent by email addressed to the party to whom it is to be delivered at their address set out in the Details section above or to such other address as that party has most recently notified in writing.

4. Miscellaneous

4.1 Original Agreement

The parties agree that except to the extent varied by the Deed of Variation and this Deed, the Original Agreement remains in full force and effect.

4.2 Counterparts

This Deed may be executed in two or more counterparts (including pdf copies) and, provided each party has executed a counterpart, the counterparts together will form a binding and enforceable agreement between the parties.

4.3 Further assurances

Each party will make all applications, execute all documents and do all acts and things necessary to implement and to carry out its obligations under this Deed.

4.4 Assignment

No party may assign or transfer all or any part of its rights or obligations under this Deed without the prior written consent of the other party.

4.5 Waiver

No failure or delay by either party in exercising any right, power or privilege under this Deed will operate as a waiver, nor will any single or partial exercise of any right under this Deed preclude any other or further exercise or the exercise of any other right, power or privilege under this Deed.

4.6 Governing law

This Deed is governed by, and is to be construed in accordance with, the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Signing page

EXECUTED as a deed

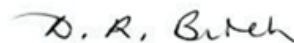
TOURISM HOLDINGS LIMITED by:



Signature of director

Rob Hamilton

Name of director



Signature of director

Debbie Birch

Name of director

TH2CONNECT LP by its General Partner, **TH2
CONNECT GP LIMITED**:



Signature of director

Grant Webster

Name of director



Signature of director

Nick Judd

Name of director

CAMPLIFY HOLDINGS LIMITED by:

Signature of director

Name of director

Signature of director

Name of director

CAMPLIFY CO (AUSTRALIA) PTY LIMITED by:

Signature of director

Name of director

Signature of director

Name of director

Signing page

EXECUTED as a deed

TOURISM HOLDINGS LIMITED by:

Signature of director

Name of director

Signature of director

Name of director

TH2CONNECT LP by its General Partner, TH2
CONNECT GP LIMITED:

Signature of director

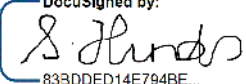
Name of director

Signature of director

Name of director

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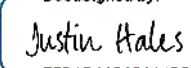
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Signature of director

Stephanie Hinds

Name of director

DocuSigned by:



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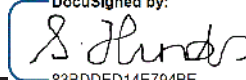
Signature of director

Justin Hales

Name of director

CAMPLIFY CO (AUSTRALIA) PTY LIMITED by:

DocuSigned by:



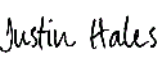
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Signature of director

Stephanie Hinds

Name of director

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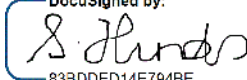
Signature of director

Justin Hales

Name of director

CAMPLIFY CO (NZ) LIMITED by:

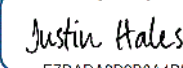
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Signature of directorStephanie Hinds

DocuSigned by:



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Name of director

Signature of directorJustin Hales

Name of director