



RV Boss Dealer Agreement

Terms and Conditions

Background

- (a) RV Boss is a recreational vehicle classifieds and advice platform which connects sellers with potential buyers by placing Listings on the Platform.
- (b) You have asked Us to provide the Services and we have agreed to do so on the terms and conditions set out in this Agreement.

Agreed terms

1. Provision of Services

We agree to provide the Services to You, and You agree to appoint Us to provide such Services, on the terms and conditions set out in this Agreement.

2. Term

- (a) This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with the terms and conditions of this Agreement.
- (b) The Term will be automatically renewed for successive terms of 6 months each unless a party provides written termination notice to the other party 30 days prior to the termination date.

3. Extranet

- (a) Depending on the Services that You have subscribed to, You may be provided with access to an online extranet facility in connection with the Services.
- (b) To access the extranet, You will be required to create an account. You represent and warrant that all Information provided to Us as part of the account creation process is true and accurate and that You will update the Information if it changes.

4. Online marketing inclusion

- (a) You authorise Us to promote Your Listings and/ or business on the Platform or other form of online marketing, including email marketing, display advertising.
- (b) You may request reasonable restrictions on the type of promotion channels We may use but acknowledge that, whilst We will attempt to adhere to Your instructions, We

may not have full control over third party content or advertisements.

5. Ranking

Subject to the Services to which you have subscribed as set out in the Schedule, the order in which Listings are displayed on the Platform is determined in Our discretion using an automated algorithm which considers various factors.

6. Listings

- (a) Depending on the Services to which you have subscribed, Listings are created based on Information provided by You.
- (b) All Listings must:
 - (i) be physically in stock at Your premises for immediate sale and delivery, or in respect of generic Listings for new vehicles must be available for order by an Enquirer;
 - (ii) include the correct and accurate selling price (including on road costs where applicable);
 - (iii) display photographs of the item (in compliance with Our Digital Use Policy set out in clause 10 below);
 - (iv) include the item's (to the extent applicable):
 - A. unique stock number;
 - B. make, model, series and badge details;
 - C. engine number, for example VIN or HIN number ('TBA' is not acceptable);
 - D. correct and accurate odometer / kilometres;
 - E. actual exterior colour (this field must not be used for anything else);
 - F. contain an accurate description of any options which apply to the item (either non-genuine or factory fitted);
 - G. if required (either by law or requirement of an OEM), contain the registration number / licence plate number. The registration plate may appear in images and in the appropriate field in the description. If You wish, the registration plate may be obscured in images. If You use an



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alternative plate on an item for images, We will only permit such an alternative if it does not appear (in Our absolute opinion) to be a legitimate registration plate of any State or Territory in Australia and is free from Your branding or identification or location in any way. By way of example, a cosmetic plate bearing the initials of the dealership will be deemed branding and will be removed from the site.

- (c) We are not, and will not, be a party to any agreements or interactions between OEMs and You about the advertising of new RVs.
- (d) You acknowledge and agree that We do not in any way (directly or indirectly, independently or in conjunction with any party) own the items in Your Listings and are not liable for the accuracy or completeness of the Listings based on Information that You have provided to Us. As between You and Us, You will remain solely liable for Your Listings and the Information provided to Us.

7. Fees payable by You

- (a) In consideration for Your use of the Services for the Term, You agree to pay Us the Fees listed in the Schedule.
- (b) The Fees will be invoiced at the end of each month and must be paid by You by the due date noted on Our invoice, or if no due date is noted, then within 10 days of the issuance of Our invoice.
- (c) If this Agreement is extended, RV Boss may review the Fees payable for any extension to the Term and will notify You of the new Fees payable prior to expiry of the Term.

8. Access

We may provide access to the Platform to You as part of the Services. Additional terms and conditions apply to access to the Platform, which are available on our website at www.rvboss.com.au.

9. Branding

- (a) We will include Your dealership name and contact number in the Listings. You are otherwise prohibited from including branding such as the dealership address, location, phone number, email address or website in photographs or descriptive text which appear anywhere on the Platform.

- (b) In addition, the use of key words within the descriptive text of an advertisement that make reference to a vehicle/item other than that being advertised is considered key word spamming and is not permitted. Key word spamming includes (but is not limited to) references to makes and/or models or vehicles other than the make/model in the Listing.
- (c) To prevent unauthorised branding, the Platform has in place systems which automatically detect and remove dealership addresses, location, phone numbers, website or email address from descriptive text, leaving the remaining descriptive text intact.
- (d) Photographs and other advertisements are monitored regularly and may be removed if they are deemed to include unauthorised branding. You must not enhance photos through the use of distinguishing borders.
- (e) Any Listing that breaches the terms of this Agreement may be blocked or suspended from the Platform until such time as those offending items have been removed. We may also take action to terminate this Agreement. For more Information, please refer to Our Digital Image Policy in clause 10 below.

10. RV Boss Digital Image Policy

- (a) You must provide photographs that accurately represent the advertised item.
- (b) It is Your responsibility to ensure that photographs are free from branding and/or enhancements as outlined in this Agreement, including material which, in Our sole opinion, identifies the location of the item or the dealership.
- (c) Photographs must not include advertising material (such as references to finance or trade in services available).
- (d) We reserve the right not to publish photographs which may contain enhancements or content which We deems, in Our sole discretion, unacceptable for publication on the Platform.
- (e) You must provide photographs in formats acceptable to Us as determined by Us from time to time.
- (f) You acknowledge that We may review and remove from display photographs that do not meet the above specifications at any time without prior notification.

11. Representations and warranties



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You represent and warrant that:

- (a) if You are a company, then You are lawfully incorporated under the laws of the relevant jurisdiction; and
- (b) You hold all required licenses, permits and of any kind to carry on Your business as it is now being conducted
- (c) You have the full right, power, and authority to enter into this at the time of signing of this Agreement.

12. Intellectual property rights

- (a) You grant to Us a perpetual, irrevocable, royalty free, fully paid up, sublicensable and worldwide licence to use (including to reproduce, communicate or any other use) the Information provided to Us in the course of providing the Services.
- (b) You warrant that You have all the necessary rights and authority to use and to license or authorise to use any intellectual property rights, including but not limited to copyright, brands or logos contained or referred to in Your Information.
- (c) We or Our related bodies corporate own, or are the authorised licensees of, all intellectual property rights in connection with the Platform and the RV Boss trademarks. Unless expressly agreed by Us, nothing in this Agreement is construed as granting You a license or any rights, implied or otherwise, to any of the RV Boss intellectual property rights.

13. Default and termination

- (a) The following circumstances will constitute an Event of Default by You:
 - (i) You commit a material breach of this Agreement which is not capable of remedy, or that is not remedied within 10 Business Days of receiving written notice from Us outlining the details of the breach and the steps required to remedy it;
 - (ii) an Insolvency Event occurs to You;
 - (iii) You provide materially incorrect or misleading Information and in Our opinion it is intentional or recurring;

- (iv) We receive complaints from one or more Enquirers and in Our view the complaints are legitimate and could reasonably harm the reputation of RV Boss; or
- (v) You commit breaches of applicable laws, including Privacy Laws.

- (b) If You commit an Event of Default, without prejudice to other rights available to Us, We may suspend Our Services to You or terminate this Agreement immediately by notice in writing to You.
- (c) If we suspend the Services to You, this means that You will not be able to add new Listings, and will not be visible on the Platform.
- (d) You may terminate this Agreement immediately by notice in writing to Us if we commit a material breach of this Agreement which is not capable of remedy, or that is not remedied within 10 Business Days of receiving written notice from You outlining the details of the breach and the steps required to remedy it.
- (e) This Agreement may be terminated at any time for any reason by either party by giving 30 (30) days prior written notice to the other.
- (f) On termination or expiry of this Agreement:
 - (i) You will no longer be able to access the extranet or the Information stored on the Platform, which we may delete in Our discretion;
 - (ii) Fees paid to Us will be non-refundable;
 - (iii) each party must on request return or destroy all Confidential Information, as applicable, in accordance with clause 22(c);
 - (iv) the accrued rights of a party remain unaffected; and
 - (v) clauses intended to survive termination continue to remain in effect.

14. Disclaimer and limitation of liability

- (a) We take care to ensure that the Services and Platform remain fully functioning. However, it may on occasion be necessary to close or suspend provision of any of the



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Services or the Platform for the purposes of repair, maintenance or development. Also, access to the Platform by guests or operation of any of the Services by You may be interrupted by circumstances beyond Our control.

- (b) We cannot accept responsibility (to the extent permitted by law) for any error, omission, interruption, defect, downtime, interruption or delay in operation or transmission or other failure to provide the Services and the Platform. We do not provide any guarantee with respect to the number or quality of Leads generated from Listings.
- (c) To the maximum extent permitted by law, You agree that the Services are provided on an "as is" and "as available" basis and disclaim all representations or warranties other than expressly set out in this Agreement, including without limitation:
 - (vi) that the Services are merchantable or will fit Your specific purpose;
 - (vii) that the Services will be error-free or be free from viruses, Trojan horses or bugs;
 - (viii) that You will receive any specific number of Leads or Enquiries (if any) through the Services;
 - (ix) that the Services or Platform will have specific features (which we may change from time to time);
 - (x) that the Platform will always be accessible or that they will not be replaced or discontinued; or
 - (xi) that Your Listings will be advertised in a particular manner or frequency or through a particular distribution channel.
- (d) Without limiting the above, if the consumer guarantees as set out in the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) apply, Our liability will be limited to supplying the Services again or paying the cost of having the Services supplied again (at Our sole election).
- (e) In no event shall either party be liable to the other for loss of goodwill, loss of revenue or profits, loss of data, interruption of business or for any indirect, special, incidental or consequential damages or other economic

loss whether such damages or losses are alleged to have been caused by tortious conduct or breach of contract or otherwise even if the other party has been advised of the possibility of such damages.

- (f) To the extent permitted by law, Our maximum liability to any party under this Agreement will be limited to the Fees paid by You during the Term.
- (g) Either party's right to make a claim against the other will be considered waived if no claim is made within six months after the event giving rise to such claim.

15. Discontinuation of Services

We may in Our discretion cease to provide some of the Services where it is not commercially viable to continue do so, in which case we may provide a comparable replacement service to You or provide a pro-rated refund if a comparable replacement service is not available.

16. Third party Platforms

Parts of the Platform may be operated by our partners and may be subject to additional terms and conditions. We do not own or operate those third party platforms but may have an agreement with our partners to provide data, including Your Information, for Listings and other content. These partner platforms may be discontinued or replaced from time to time. We make no representations or warranties regarding the partner platforms and disclaim all liability in relation to such partner platforms.

17. Indemnity

- (a) To the fullest extent permitted by law, You release and agree to indemnify Us, Our related bodies corporate, and each of their respective officers, directors, employees and agents (**Indemnified Parties**) from and against any actions, claims, liabilities, damages, losses, costs or expenses, howsoever arising, whether present, unascertained, future or contingent and whether based in contract, tort or statute (**Loss**) in connection with or arising from Your use of the Services (other than Loss due to Our breach of this Agreement or an Indemnified Party's fraud or wilful misconduct), including but not limited to:
 - (i) a breach of this Agreement by You;
 - (ii) any death or injury to an Enquirer, or in connection to, Your Listings;



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- (iii) any matter in connection with Your Listings, including the sale of items in Your Listings; and
 - (iv) any violation of applicable laws by You.
- (b) This indemnity survives the termination or expiry of this Agreement.

18. Privacy

- (a) Each party shall comply with the Privacy Laws in connection with their activities under this Agreement.
- (b) We will ensure that We have all appropriate consents and notices in place to enable the lawful transfer of the Personal Information to You in connection with this Agreement.
- (c) You may only use the Personal Information we provide in relation to Leads for the purpose of providing Information about Your Listings. You may not use this data in connection with unsolicited marketing activities or offers. The restrictions on Your use of Personal Information in this clause do not apply to the extent the Personal Information is collected by You directly from a Lead.
- (d) Each party shall at all times use reasonable and appropriate security measures to prevent corruption of, unauthorised access, damage and destruction to the Personal Information in connection with this Agreement and in accordance with its privacy policy (as adopted from time to time in compliance with applicable laws).
- (e) You acknowledge that, unless we are required to do so to comply with applicable laws, we will not encrypt Personal Information.
- (f) Each party must notify the other of any security breach (including where the Personal Information is lost or has been subjected to unauthorised access, use, copying or disclosure) as promptly as possible (not later than two Business Days after discovering the breach).

19. GST

- (a) Unless otherwise defined in this Agreement, terms used in this clause which have meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) shall have the same meaning.
- (b) Unless specifically stated otherwise, any consideration payable under this agreement is exclusive of GST.

- (c) If a supply made under or in connection with this agreement is subject to GST, the recipient must pay to the supplier an additional amount on account of the GST.
- (d) Subject to the receipt by the recipient of a tax invoice, the additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (e) If the additional amount differs from the amount of GST payable on the supply by the supplier, the parties must adjust the additional amount accordingly.
- (f) If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified must be reduced by the amount of any GST for which that party or its representative member is entitled to as an input tax credit.
- (g) If the GST Law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.

20. Taxes generally

- (a) Unless otherwise specified or agreed between the parties, all quoted prices under this agreement are exclusive of taxes.
- (b) You are liable for any applicable taxes (including any interest or penalties on late payment), including without limitation GST or other value-added tax in respect of the supply of Services under this agreement. You must make all payments payable to Us free and clear of, and without reduction for, any applicable taxes.

21. Notices and other communications

- (a) A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:
 - (i) in writing and in English; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in the Schedule, as varied by any Notice given by the recipient to the sender.



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- (b) A Notice given in accordance with services of notice takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
 - (iii) if sent by email, on the earlier of:
 - A. receipt by the sender of an automated message confirming delivery; or
 - B. 4 hours after the time sent (as recorded on the sender's email system) unless the sender receives an automated message that the email has not been delivered, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the Notice is taken to be received at 9.00 am on the next Business Day.

22. Confidentiality

- (a) A party must not use or disclose, or permit any person to use or disclose, any Confidential Information for a purpose other than as contemplated or permitted under this document.
- (b) A party may disclose any Confidential Information:
- (i) to officers, employees, consultants and advisers of the party (or its related bodies corporate) who have a need to know (and only to the extent that each has a need to know) and are aware, and acknowledge, that the Confidential Information must be kept confidential;
 - (ii) which is required to be disclosed by law or by any notice, order or regulation of any government agency (including any rules of a securities exchange) that is binding on the party or its holding company (whether or not that requirement arises as a result of actions by a party);

- (iii) to the extent reasonably required to perform the its obligations under this document; or
 - (iv) with the prior written consent of the other party.
- (c) On expiry or termination of this Agreement, if requested by a party the other party must return or destroy (at the disclosing party's discretion) all Confidential Information (including any copies or notes containing Confidential Information), provided however that a party who has received Confidential Information may retain the Confidential Information to the extent:
- (i) it is retained as part of the receiving party's automatic electronic backup process and in which case the receiving party agrees not to intentionally access the backup to recover the Confidential Information; or
 - (ii) to the extent it is included in any confidential board papers.
- (d) This clause survives the termination or expiry of this Agreement.

23. General

Entire Agreement

- (a) This Agreement is the entire agreement in relation to the subject matter covered under this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between You and Us in respect of such subject matter.

Severability

- (b) A clause or part of a clause of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining clauses or parts of the clause of this Agreement continue in force.

Waiver

- (c) Neither failure nor delay by a party to enforce at any time any one or more of the terms or conditions of this Agreement shall operate as a waiver thereof, or of the right to subsequently enforce all terms and conditions of this Agreement.

Amendments



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- (d) RV Boss may alter these terms and conditions with 30 days' Notice to You (such Notice being effected by providing an updated copy of the Terms and Conditions).

Assignment

- (e) We may assign this Agreement or parts of it to a related body corporate or to a purchaser of Our business.
- (f) You may not assign this Agreement without Our written consent.

Force Majeure

- (g) Neither party shall be liable for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters, epidemics, pandemics, government restrictions, wars, terrorism, riots, labour disputes or actions, labour shortage, insurrections, nuclear incidents and/or any other event or circumstance outside the reasonable control of the party whose performance is affected.

No partnership

- (h) This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf.

Counterparts

- (i) This document may be signed in any number of counterparts. All counterparts together make one instrument.

Further assurances

- (j) Each party must do all things reasonably necessary to give effect to this Agreement and the transactions contemplated by it.

Nature of indemnities

- (k) The indemnities in this document are continuing obligations, independent from the other obligations of the parties under this document and continue after this document ends. It is not necessary for a party to incur

expense or make payment before enforcing a right of indemnity under this document.

Governing law and jurisdiction

- (l) This Agreement will be governed by and construed in accordance with the laws of Queensland, Australia and the parties submit to the exclusive jurisdiction of the Queensland courts.

24. Definitions

In this Agreement, the following terms have the meanings given:

Agreement	this dealer agreement, which includes the Schedule and these terms and conditions.
Leads	enquiries via phone, email or SMS from an Enquirer, facilitated by Our Services or the Platform.
Enquirer	a person who makes a genuine enquiry with respect to a Listing.
Business Day	a day on which banks are open for business excluding Saturdays, Sundays or public holidays in Brisbane, Queensland.
Commencement Date	the commencement date specified in the Schedule.
Confidential Information	all information of a party which is or is reasonably considered to be confidential, including but not limited to information relating to a party's business and operations including but not limited to financial information, information relating to supplies, customer lists and orders, logistics information, business systems and plans, information systems, trade connections, distribution information and pricing information (including pricing lists and structures), marketing, strategies, plans and other business information, but does not include such Information:



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- (a) that is already in, or subsequently comes into (other than by disclosure in breach of the terms of this Agreement or other obligation of confidence), the public domain;
- (b) that the receiving party can prove was lawfully in its possession at the time of first disclosure and it was not acquired directly or indirectly from the other party;
- (c) received from a third party, provided that it was not received in breach of an obligation of confidence owed by the third party; or
- (d) which can be proven by evidence to have been developed by the receiving party, its affiliates or subsidiaries independently of the confidential Information received.
- (b) (winding up) an order is made, or a resolution is passed, for the winding up of the entity;
- (c) (administration) an administrator is appointed to the entity or a resolution is passed to appoint an administrator to the entity;
- (d) (deregistration) the entity is deregistered;
- (e) (insolvency) the entity is unable to pay its debts when they are due;
- (f) (ceasing business) the entity ceases to carry on business; or
- (g) (analogous event) anything analogous, or having a substantially similar effect, to any of the events specified in paragraphs (a) to (f) occurs in relation to the entity under the laws of any jurisdiction.

Event of Default has the meaning given in clause 13(a).

Fees the fees payable for the Services as set out in the Schedule.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Information Information provided by You for distribution on the Platform, including prices, photos, specifications and other Information relating to Your Listings.

Insolvency Event includes any of the following occurring in respect of a party:

- (a) (controller) a controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or a receiver is appointed to the entity, or a resolution to appoint a controller is passed in relation to the entity or over an asset of the entity;

Listing a listing of RVs, accessories or other items You choose to promote via the Platform.

Notice has the meaning given in clause 21(a).

Personal Information has the meaning given in the Privacy Laws.

Platform the RV Boss websites, mobile applications and distribution channels.

Privacy Laws all applicable privacy and data protection laws including the Privacy Act 1988 (Cth), the Australian Privacy Principles and any applicable regulations and secondary legislation relating to the processing of Personal Information, as amended, replaced or updated from time to time.



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Services	the services to be provided by Us under this Agreement specified in the Schedule.
Schedule	the schedule on the first page to this Agreement.
Term	the term specified in the Schedule, and include any renewal terms.

25. Interpretation

In this Agreement, except where the context otherwise requires:

- (a) a reference to a clause, paragraph, Schedule or annexure is to a clause or paragraph of, or Schedule or annexure to, this Agreement, and a reference to this Agreement includes any Schedule or annexure;
- (b) a reference to AUD\$, dollar or \$ is to Australian currency;
- (c) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (d) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- (e) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (f) headings are for ease of reference only and do not affect interpretation; and
- (g) a reference to a party to this Agreement includes that party's successors and permitted assigns, and in the case of a natural person, also includes that person's personal representatives and administrators.