

Tripartite Agreement – OKA LT & XT Parts Licence and Distribution Agreement

OKA Holdings Pty Ltd

And

OzTerrain Pty Ltd

And

West Coast OKA Spares

8 September 2025

This license and distribution agreement ("**Agreement**") is made the 8th day of September 2025

BETWEEN:

OKA Holdings Pty Ltd, having ACN 680 722 025, having its principal place of business at Office 3, 647 Beaufort Street, Mt Lawley, WA 6050 ("**OKA**");

and

OzTerrain Pty Ltd, having ACN 618 288 967, having its principal place of business of 2/24 Murphy Street, O'Connor, WA 6163 ("**OzTerrain**")

And

West Coast OKA Spares, having ABN 92 196 896 485, a business carried on by Dane Lawson Field of Lot 189 James Eden Drive West Pinjarra ("**West Coast**")

In this Agreement, OKA and OzTerrain are together referred to as the "OKA Parties". OKA, OzTerrain and West Coast are collectively referred to as the "Parties", and each individually as a "Party".

The OKA Parties seek to appoint West Coast as the exclusive authorised seller of LT and XT parts in Australia, and as an authorised reseller of common OKA parts solely to LT and XT vehicle owners in Australia, subject to the terms of this Agreement. The rights granted to West Coast under this Agreement are strictly non-transferable, non-assignable and may not be sublicensed without the prior written consent of the OKA Parties.

Each Party undertakes that as from the date hereof it shall cooperate closely with the other towards the full achievement of the objectives of this Agreement.

1 RECITALS

- 1.1 OzTerrain Pty Ltd is the legal owner of certain intellectual property, drawings, manuals and technical materials relating to the discontinued OKA LT and XT vehicle models (the Legacy IP), and of inventory of LT and XT spare parts (the Legacy Inventory).
- 1.2 On 2 October 2024, OKA and OzTerrain entered into an Option Deed and an Asset Sale Agreement under which OKA has the exclusive right to acquire the business, assets and all intellectual property of OzTerrain. Pending completion of that acquisition, OKA holds a contractual interest in, and enforceable rights over, all intellectual property owned by OzTerrain.
- 1.3 West Coast, wishes to (i) acquire the Legacy Inventory from OzTerrain and act as the exclusive authorised seller and manufacturer of LT and XT parts in Australia,

and (ii) act as the authorised reseller of common OKA parts, but only for supply to LT and XT vehicle owners in Australia.

1.4 The Parties wish to record the terms on which:

- (i) the OKA Parties consent to West Coast's limited use of the Legacy IP in connection with the supply of LT and XT parts in Australia; and
- (ii) (ii) the OKA Parties grant West Coast a restricted licence to use the OKA Brand in connection with the authorised supply of LT and XT parts, and the resale of common OKA parts to LT and XT vehicle owners in Australia, subject always to strict brand guidelines, quality standards and performance obligations set out in this Agreement.

2 Definitions and Interpretation

2.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Tripartite Agreement, including its recitals and any schedules or annexures.

Authorised Parts

means spare parts for OKA LT and XT vehicles that are derived from or dependent upon the Legacy IP, including parts for which OzTerrain holds original drawings, moulds, jigs, or design specifications. Authorised Parts expressly exclude other generic third-party parts or components not unique to OKA designs.

Brand means the "OKA" name, logos, trademarks, domains, and all associated goodwill, owned or controlled by OKA or OzTerrain.

Common Authorised Parts means those Authorised Parts that are common to multiple OKA vehicle models (including LT, XT and NT/Gen-5), but which West Coast is expressly authorised under this Agreement to resell only for supply to LT and XT vehicle owners in the Territory. For the avoidance of doubt, Common Authorised Parts exclude any supply for use in NT/Gen-5 vehicles or any other current or future product line of the OKA Parties without consent of the OKA Parties.

Confidential Information has the meaning given in clause 12.1.

Field of Use means the supply of Authorised Parts for OKA LT and XT vehicle models, and the resale of Common Authorised Parts solely for use by LT and XT vehicle owners (or their service providers and repairers) in the Territory.

Intellectual Property (IP) means all industrial and intellectual property rights (whether registered or unregistered), including but not limited to trademarks,

service marks, trade names, domain names, patents, designs, drawings, copyright, confidential information, know-how, and any application or right to apply for registration of any of them.

Legacy IP means all intellectual property, drawings, manuals, technical materials and related rights owned by OzTerrain that relate to the discontinued OKA LT and XT vehicle models.

Legacy Inventory means the physical stock, parts, moulds, jigs, and other tangible items for the OKA LT and XT vehicle models, owned by OzTerrain and intended to be sold to West Coast.

OKA Parties means OKA Holdings Pty Ltd and OzTerrain Pty Ltd together.

OKA All-Terrain Brand means the “OKA All-Terrain Vehicles” name, trademarks, logos, brand elements and associated goodwill as used in connection with the OKA LT and XT vehicle models prior to 2 October 2024, which are legally owned by OzTerrain and subject to OKA’s contractual interest under the Option Deed and Asset Sale Agreement.

OKA Holdings Brand means the “OKA” trademarks, domains, logos, branding, brand elements and goodwill developed, registered or otherwise controlled by OKA Holdings Pty Ltd since 2 October 2024, including in relation to the OKA NT Gen-5 vehicle platform.

Parties means OKA, OzTerrain and West Coast collectively, and **Party** means any one of them.

Spare Parts means replacement or service parts designed for use in, and solely compatible with, OKA LT and XT vehicle models. Spare Parts expressly exclude:

- (a) any parts for NT/Gen-5 vehicles or any other future OKA models; and
- (b) any parts intended for use in vehicles other than LT and XT models

Territory means the Commonwealth of Australia.

West Coast means West Coast OKA Spares, ABN 92 196 896 485, a business carried on by Dane Lawson Field of Lot 189 James Eden Drive, West Pinjarra, Western Australia.

2.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;

- (c) a reference to a person includes a corporation, trust, partnership, unincorporated body, government or governmental agency;
- (d) a reference to a Party includes that Party's permitted successors and assigns;
- (e) a reference to any document includes any amendment, variation or replacement of it;
- (f) if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
- (g) any obligation on a Party not to do something includes an obligation not to cause, permit or allow that thing to be done.

3 Appointment and Scope

3.1 Appointment

The OKA Parties hereby appoint West Coast, and West Coast accepts appointment, as:

- (a) the exclusive authorised seller of the Legacy Inventory in the Territory, to the extent the Legacy Inventory comprises Authorised Parts;
- (b) the authorised reseller of Common Authorised Parts in the Territory, solely for supply to LT and XT vehicle owners; and
- (c) the authorised manufacturer (or procurer of manufacture) of Authorised Parts for LT and XT vehicles in the Territory, subject to the restrictions in this Agreement.

3.2 Exclusivity

The appointment under clause 3.1 is exclusive within the Territory, provided that exclusivity is conditional upon West Coast meeting its performance obligations under clause 7.

3.3 Field of Use Restriction

West Coast's appointment is strictly limited to the Field of Use. West Coast must not:

- (a) supply, market or sell any parts for use in OKA NT Gen-5 vehicles or any other current or future product line of the OKA Parties;
- (b) resell Common Authorised Parts to customers other than LT and XT vehicle owners or to service providers and repairers acting on their behalf; or
- (c) use the Legacy IP or OKA All-Terrain Brand for any purpose outside the Field of Use.

3.4 Non-Transferability

The rights granted to West Coast under this Agreement are personal to West Coast and are strictly non-transferable, non-assignable and may not be sublicensed. Any attempted transfer, assignment or sublicense without the prior written consent of the OKA Parties shall be void and of no effect.

3.5 Subcontracting

West Coast must not subcontract or otherwise procure third parties to manufacture LT and XT parts without the prior written consent of the OKA Parties. Where such consent is granted:

- (a) the subcontractor must enter into confidentiality and IP protection undertakings in favour of the OKA Parties; and
- (b) West Coast remains fully responsible for the acts and omissions of the subcontractor.

3.6 Acknowledgement of Brand Ownership

West Coast acknowledges and agrees that:

- (a) its appointment confers no ownership or proprietary rights in the Legacy IP, the OKA All-Terrain Brand or the OKA Holdings Brand; and
- (b) all goodwill arising from its activities under this Agreement accrues exclusively to the OKA Parties.

4 Sale and Resale Rights

4.1 Sale of Legacy Inventory

West Coast may purchase from OzTerrain, and sell in the Territory, the Legacy Inventory to the extent it comprises Authorised Parts. Title to such Legacy Inventory passes from OzTerrain to West Coast under a separate sale agreement, and OKA has no liability for such inventory. Legacy Inventory is sold on an as-is basis, without warranty.

4.2 Resale of Common Authorised Parts

West Coast is authorised, pursuant to the Brand and IP Licence granted under clause 6, to resell Common Authorised Parts in the Territory solely to LT and XT vehicle owners, or to service providers and repairers acting on their behalf. For the avoidance of doubt, West Coast is not authorised to resell Common Authorised Parts for use in NT/Gen-5 vehicles or any other current or future product line of the OKA Parties.

West Coast must source all Common Authorised Parts exclusively from the OKA Parties or their expressly nominated suppliers. West Coast shall not purchase, obtain, or otherwise procure Common Authorised Parts from any other party without the prior written consent of the OKA Parties. Any attempted procurement of Common Authorised Parts outside this arrangement is a material breach of this Agreement.

4.3 Marketing and Representations

West Coast must not:

- (a) hold itself out as OKA or as a representative of the OKA Parties beyond the scope of its appointment;
- (b) make any representations, warranties or guarantees about Authorised Parts or Common Authorised Parts other than those approved in writing by the OKA Parties; or
- (c) apply, or permit the application of, the OKA Holdings Brand to any goods or materials without the written consent of OKA

4.4 Reporting of Issues

West Coast must promptly notify the OKA Parties in writing of any material issues affecting supply, customer satisfaction, or product quality. If any such issue is not resolved within seven (7) days of arising, West Coast must provide a written report to the OKA Parties setting out the nature of the issue, actions taken to address it, and any further steps proposed.

5 Manufacturing of Parts Rights

5.1 Grant of Rights

The OKA Parties grant West Coast a restricted, non-transferable licence to manufacture, or procure the manufacture of, Authorised Parts in the Territory, solely for supply to LT and XT vehicle owners (or their service providers and repairers acting on their behalf).

5.2 Restrictions

West Coast must not:

- (a) manufacture or procure the manufacture of any part other than Authorised Parts;
- (b) manufacture, or procure the manufacture of, Common Authorised Parts;
- (c) manufacture Authorised Parts for export outside the Territory without the prior written consent of the OKA Parties;

- (d) manufacture or procure the manufacture of any part for use in NT/Gen-5 vehicles or any other current or future product line of the OKA Parties; or
- (e) apply or use the OKA Holdings Brand in connection with any manufactured parts.

5.3 Quality and Standards

All Authorised Parts manufactured or procured by West Coast must:

- (a) comply with reasonable quality standards and specifications notified by the OKA Parties;
- (b) be clearly identified as replacement parts for LT and XT vehicles only;
- (c) be marketed in compliance with the Brand and IP Licence under clause 6; and
- (d) not be represented or implied as being manufactured by or endorsed by OKA Holdings, other than as expressly permitted under this Agreement.

5.4 Access to Drawings

- 5.4.1 The technical drawings, specifications, and related documents for LT and XT vehicle models (the Drawings) remain the exclusive property of the OKA Parties.
- 5.4.2 Subject to the terms of this Agreement, the OKA Parties will make the Drawings available for inspection by West Coast during normal business hours, solely for the purpose of fabricating Authorised Parts in accordance with this Agreement.
- 5.4.3 West Coast must provide at least one (1) Business Days' prior written notice to the OKA Parties to arrange access to the Drawings.
- 5.4.4 The OKA Parties will provide West Coast with one controlled set of copies of the Drawings, solely for the purpose of fabricating Authorised Parts in accordance with this Agreement. The OKA Parties make no representation or warranty as to the accuracy, completeness, or sufficiency of the Drawings for such purpose.
- 5.4.5 West Coast must not copy, reproduce, or disclose the Drawings, except as strictly necessary for the authorised manufacture of Authorised Parts, and only with the prior written consent of the OKA Parties. Any copies or extracts made by West Coast with OKA's consent must be returned or destroyed immediately upon request or termination.
- 5.4.6 All access to and use of the Drawings by West Coast is at all times subject to the confidentiality obligations in clause 12 of this Agreement.

5.5 Subcontracting and Third-Party Manufacture

West Coast must not procure any third party to manufacture Authorised Parts unless:

- (a) the OKA Parties have first granted a limited licence to such third party for that purpose;
- (b) the OKA Parties have approved the proposed subcontractor in writing, such approval not to be unreasonably withheld; and
- (c) the subcontractor has entered into confidentiality, IP protection and quality assurance undertakings in favour of the OKA Parties.

West Coast remains fully responsible for the acts and omissions of any approved subcontractor.

5.6 Reporting of Issues

West Coast must promptly notify the OKA Parties in writing of any material issues affecting the manufacture or quality of Authorised Parts. If any such issue is not resolved within seven (7) days of arising, West Coast must provide a written report to the OKA Parties setting out the nature of the issue, actions taken to address it, and any further steps proposed.

6 Brand and IP Licence

6.1 Grant of Licence

The OKA Parties grant West Coast a restricted, non-transferable, non-assignable licence (the Brand and IP Licence) to use the OKA All-Terrain Brand and the Legacy IP solely for the purposes of:

- (a) selling the Legacy Inventory comprising Authorised Parts in the Territory;
- (b) reselling Common Authorised Parts in the Territory to LT and XT vehicle owners (or their service providers and repairers); and
- (c) manufacturing, or procuring the manufacture of, Authorised Parts in the Territory, in accordance with clause 5.

6.2 Limitations

The Brand and IP Licence does not permit West Coast to:

- (a) use, reproduce or apply the OKA Holdings Brand in any manner whatsoever;
- (b) use the OKA All-Terrain Brand or Legacy IP for any purpose outside the Field of Use;
- (c) claim or imply that West Coast, or any Authorised Parts, are manufactured, endorsed or supplied by OKA Holdings; or

(d) register, apply to register, or otherwise seek to acquire any rights in the OKA All-Terrain Brand, OKA Holdings Brand or any confusingly similar mark.

6.3 Sub-Licensing

West Coast must not grant any sub-licence of the Brand and IP Licence. If West Coast wishes to procure the manufacture of Authorised Parts by a third party, such third party may only be engaged if:

(a) the OKA Parties grant that third party a limited licence for the sole purpose of manufacturing Authorised Parts for West Coast;

(b) the OKA Parties approve the third party in writing, such approval not to be unreasonably withheld; and

(c) the third party enters into confidentiality, IP protection and quality assurance undertakings in favour of the OKA Parties.

6.4 Goodwill

All goodwill arising from West Coast's use of the OKA All-Terrain Brand accrues exclusively to the OKA Parties.

6.5 Brand Guidelines and Approvals

West Coast must comply with all brand guidelines, policies, quality standards and disclaimer requirements notified by the OKA Parties from time to time. The OKA Parties require West Coast to submit marketing materials, packaging, or other branded materials for approval before use, and such approval will not be unreasonably withheld.

6.6 Termination of Licence

The Brand and IP Licence will automatically terminate if West Coast:

(a) breaches this clause 6 or clause 5 (Manufacturing Rights);

(b) becomes insolvent or undergoes a change of control; or

(c) assigns or attempts to assign its rights under this Agreement without consent.

7 Performance Obligations

7.1 General Duties

West Coast must use its best endeavours to:

(a) maintain a reliable and consistent supply of Authorised Parts and Common Authorised Parts in the Territory;

(b) ensure that LT and XT vehicle owners (and their service providers and repairers) have timely access to required parts; and

(c) uphold standards of customer service and product support consistent with reasonable industry practice.

7.2 Reporting of Issues

West Coast must promptly notify the OKA Parties in writing of any material issues affecting supply, customer satisfaction or product quality. If any such issue is not resolved within seven (7) days of arising, West Coast must provide a written report to the OKA Parties setting out the nature of the issue, actions taken to address it, and any further steps proposed.

7.3 Failure to Perform

If West Coast:

(a) fails to maintain supply of Authorised Parts or Common Authorised Parts on a consistent basis; or

(b) repeatedly fails to resolve issues reported under clause 7.2 to the reasonable satisfaction of the OKA Parties,

then the OKA Parties may, by written notice to West Coast:

(i) convert West Coast's exclusivity under clause 3.2 into a non-exclusive appointment; or

(ii) terminate this Agreement in accordance with clause 13 (Termination).

7.4 Cooperation

West Coast must cooperate in good faith with the OKA Parties to resolve performance issues and implement any reasonable directions of the OKA Parties intended to maintain quality and continuity of supply to LT and XT customers.

8 Exclusivity and Carve-Outs

8.1 Exclusivity

Subject to this clause 8 and clause 7 (Performance Obligations), West Coast shall be the exclusive authorised seller, reseller and manufacturer of Authorised Parts in the Territory.

8.2 Carve-Outs

The exclusivity granted under clause 8.1 does not apply, and the OKA Parties may themselves supply Authorised Parts or appoint an alternative supplier, where:

(a) West Coast is unable to supply an Authorised Part within a commercially reasonable period (not exceeding thirty (30) days) after receiving a valid request from an LT or XT vehicle owner or their service provider;

(b) the supply is for export outside the Territory; or

(c) West Coast has lost its exclusivity under clause 7.3.

8.3 Notice of Carve-Out Supply

Where practicable, the OKA Parties must provide West Coast with notice before exercising their rights under clause 8.2, and otherwise as soon as reasonably practicable thereafter.

8.4 No Claim for Compensation

West Coast acknowledges that it has no right to claim compensation, damages or loss of profits in respect of any supply or appointment made by the OKA Parties in accordance with clause 8.2.

9 Rights of First and Last Refusal

9.1 Restriction on Transfer

West Coast must not sell, transfer, dispose of or otherwise deal with the whole or any material part of its business, assets or goodwill relating to the supply of Authorised Parts and Common Authorised Parts, nor permit any change of control of West Coast, without first complying with this clause 9.

9.2 Right of First Refusal (ROFR)

9.2.1 If West Coast receives a bona fide offer from a third party to acquire the whole or any material part of its business, assets or goodwill, or to acquire control of West Coast, it must first offer such interest to the OKA Parties on the same terms and conditions (the Offer). The OKA Parties will have thirty (30) days after receipt of the Offer to notify West Coast in writing if they wish to accept.

9.3 Right of Last Refusal (ROLR)

9.3.1 If the OKA Parties do not accept the Offer under clause 9.2, and West Coast proposes to proceed with the sale or transfer to the third party, West Coast must give the OKA Parties a copy of the final agreed terms with the third party. The OKA Parties will then have a further fifteen (15) days to elect to purchase on those terms in priority to the third party.

9.4 Void Transactions

Any purported sale, transfer or change of control in breach of this clause 9 is void and of no effect.

9.5 Consent Not to be Unreasonably Withheld

The OKA Parties' consent under this clause 9 must not be unreasonably withheld where:

(a) the OKA Parties have elected not to exercise their rights under clause 9.2 or 9.3; and

(b) the third party purchaser has entered into arrangements reasonably acceptable to the OKA Parties to comply with the brand, IP and performance obligations under this Agreement.

10 Non-Transferability and Assignment

10.1 Personal Rights

The rights granted to West Coast under this Agreement are personal to West Coast and are strictly non-transferable, non-assignable and non-sublicensable, except as expressly provided in this Agreement.

10.2 Prohibition on Dealings

West Coast must not assign, transfer, novate, encumber, declare a trust over, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the OKA Parties.

11 Insurance and Indemnities

11.1 Insurance

West Coast must, at its own cost, maintain at all times during the term of this Agreement:

(a) product liability insurance and public liability insurance with a reputable insurer, for an amount not less than AUD\$5 million per claim (or such other amount as reasonably specified by the OKA Parties from time to time); and

(b) any other insurances reasonably required by the OKA Parties, having regard to the nature of the Authorised Parts and Common Authorised Parts.

11.2 Evidence of Insurance

On request by the OKA Parties, West Coast must provide certificates of currency and evidence reasonably satisfactory to the OKA Parties that the required insurances are in place.

11.3 Indemnity

West Coast indemnifies and must keep indemnified the OKA Parties, their related bodies corporate, and their respective officers, employees and agents (the

Indemnified Parties) from and against all losses, damages, costs, claims, liabilities and expenses (including legal costs on a full indemnity basis) suffered or incurred by any of the Indemnified Parties arising out of or in connection with:

- (a) the manufacture, marketing, sale or supply of Authorised Parts or Common Authorised Parts by West Coast;
- (b) any breach by West Coast of this Agreement, including any misuse of the Legacy IP or the OKA All-Terrain Brand;
- (c) any negligent, unlawful or wilful act or omission of West Coast or its subcontractors, employees or agents; or
- (d) any product defect, failure or recall relating to Authorised Parts or Common Authorised Parts supplied by West Coast.

11.4 Limitation

The indemnity in clause 11.3 does not apply to the extent that the claim arises directly from the gross negligence or wilful misconduct of the OKA Parties.

12 Confidentiality

12.1 Confidential Information

For the purposes of this Agreement, Confidential Information means all information disclosed by the OKA Parties to West Coast (whether in writing, orally, electronically or otherwise) that is designated as confidential, or that a reasonable person would consider to be confidential, including without limitation:

- (a) the Legacy IP (including all drawings, manuals, technical data, designs, moulds and specifications);
- (b) business, operational and financial information of the OKA Parties;
- (c) customer and supplier details; and
- (d) any other information relating to the OKA All-Terrain Brand or the OKA Holdings Brand.

12.2 Obligations of Confidentiality

West Coast must:

- (a) keep all Confidential Information strictly confidential;
- (b) not use Confidential Information for any purpose other than performing its obligations under this Agreement;

(c) not disclose Confidential Information to any third party without the prior written consent of the OKA Parties, except to employees, contractors or subcontractors who have a strict need-to-know and are bound by confidentiality obligations no less stringent than those in this Agreement; and

(d) take all reasonable steps to protect the confidentiality and integrity of the Confidential Information.

12.3 Exceptions

The obligations in clause 12.2 do not apply to information which:

(a) is or becomes generally available to the public other than as a result of a breach of this Agreement;

(b) was lawfully in the possession of West Coast before disclosure by the OKA Parties;

(c) is independently developed by West Coast without use of or reference to the Confidential Information; or

(d) is required to be disclosed by law, court order or regulatory authority, provided that West Coast gives the OKA Parties prior written notice where practicable.

12.4 Return of Materials

On termination of this Agreement for any reason, or at the request of the OKA Parties at any time, West Coast must immediately return or (at the OKA Parties' direction) destroy all Confidential Information in its possession or control, including all copies, extracts and reproductions.

12.5 Survival

This clause 12 survives termination of this Agreement.

13 Term and Termination

13.1 Term

This Agreement commences on the Commencement Date and continues until terminated in accordance with this clause 13.

13.2 Termination by Mutual Agreement

This Agreement may be terminated at any time by mutual written agreement of all Parties.

13.3 Termination by the OKA Parties

The OKA Parties may terminate this Agreement immediately by written notice to West Coast if:

- (a) West Coast breaches any material term of this Agreement (including, without limitation, clauses 3 (Appointment and Scope), 5 (Manufacturing Rights), or 6 (Brand and IP Licence)) and fails to remedy that breach within thirty (30) days after receiving written notice requiring it to do so;
- (b) West Coast repeatedly fails to resolve issues notified under clause 7.2 (Performance Obligations);
- (c) West Coast becomes insolvent, is wound up, or there is a change of control without the OKA Parties' prior written consent; or
- (d) West Coast attempts to assign, transfer or sublicense its rights under this Agreement in breach of clause 10 (Non-Transferability and Assignment).

13.4 Termination by West Coast

West Coast may terminate this Agreement immediately by written notice to the OKA Parties if:

- (a) the OKA Parties commit a material breach of this Agreement which is not remedied within thirty (30) days after receiving written notice requiring it to be remedied; or
- (b) the OKA Parties withdraw or revoke the rights expressly granted to West Coast under this Agreement without lawful justification.

13.5 Consequences of Termination

13.6 On termination of this Agreement for any reason:

- (a) West Coast must immediately cease all use of the Legacy IP and the OKA All-Terrain Brand;
- (b) West Coast must return or (at the OKA Parties' direction) destroy all Confidential Information in its possession or control;
- (c) West Coast must cease holding itself out as an authorised seller, reseller or manufacturer of Authorised Parts or Common Authorised Parts; and
- (d) the Parties' accrued rights and remedies as at the date of termination are not affected.

13.7 Survival

Clauses 6 (Brand and IP Licence), 11 (Insurance and Indemnities), 12 (Confidentiality), 13.5 (Consequences of Termination) and any other clause which

by its nature is intended to survive termination shall survive the termination of this Agreement.

14 Dispute Resolution

14.1 Good Faith Negotiation

If a dispute arises out of or in connection with this Agreement, a Party must not commence court or arbitration proceedings (except urgent interlocutory relief) unless it has first complied with this clause 14.

14.2 Escalation

14.2.1 The disputing Party must notify the other Party in writing of the nature of the dispute.

14.2.2 Senior representatives of the Parties must meet (in person or by videoconference) within ten (10) Business Days of the notice to attempt to resolve the dispute in good faith.

14.3 Mediation

If the dispute is not resolved within twenty (20) Business Days of the notice under clause 14.2(a), the dispute must be referred to mediation administered by the Australian Disputes Centre (ADC) in accordance with its Mediation Guidelines. The mediation will take place in Perth, Western Australia, unless otherwise agreed.

14.4 Arbitration or Litigation

If the dispute is not resolved by mediation within thirty (30) Business Days of referral, either Party may commence legal proceedings in the courts of Western Australia, or by agreement, binding arbitration under the ACICA Arbitration Rules.

14.5 Continued Performance

Each Party must continue to perform its obligations under this Agreement during the dispute resolution process, to the extent possible.

15 General Provisions

15.1 Governing Law

This Agreement is governed by and must be construed in accordance with the laws of Western Australia. Each Party submits to the exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

15.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, agreements or understandings.

15.3 Relationship of Parties

Nothing in this Agreement constitutes or is deemed to constitute a partnership, joint venture, employment or agency relationship between the Parties. Except as expressly provided in this Agreement, no Party has authority to bind or act on behalf of any other Party. Each Party is independent and is solely responsible for its own employees, contractors and business operations.

15.4 Notices

15.4.1 Any notice, demand, consent, approval or other communication under this Agreement (Notice) must be:

- (a) in writing;
- (b) signed by or on behalf of the Party giving it; and
- (c) delivered by hand, sent by pre-paid post, or transmitted by email to the recipient at its address or email address last notified in writing to the other Parties.

15.4.2 A Notice is taken to be received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by pre-paid post within Australia, three (3) Business Days after posting;
- (c) if sent by pre-paid post internationally, seven (7) Business Days after posting; and
- (d) if sent by email, at the time of transmission, unless the sender receives an automated message that the email has not been delivered.

15.4.3 For the purposes of dispute resolution under Section 9.2 and escalation of decision-making matters under Section 5.3, the following individuals are designated as the nominated representatives of each Party (or such other persons as may be notified in writing from time to time):

For OKA Holdings Pty Ltd:

Name: Oliver Barnes

Title: Executive Chairman

Email: obarnes@okaaustralia.com

Address: Office 3, 647 Beaufort Street, Mt Lawley, WA 6050

For OzTerrain Pty Ltd:

Name: Dean Robinson

Title: Managing Director

Email: dean@oka-atv.com

Address: 2/24 Murphy Street, O'Connor, WA 6163

For West Coast OKA Spares

Name: Dane Field

Title: Sole Trader

Email: dane@westcoastokaspares.com.au

Address:

15.5 Public Announcements

15.5.1 Except as required by law or by the listing rules of any recognised stock exchange, no Party may make or permit any public announcement, press release, or public disclosure regarding this Agreement or the collaboration contemplated by it without the prior written consent of the other Parties.

15.5.2 Where disclosure is required by law or stock exchange rules, the disclosing Party must, to the extent practicable, first consult with the other Parties regarding the form, timing and content of the disclosure.

15.5.3 The Parties may agree a joint public announcement regarding the signing of this Agreement, to be made at a time and in a form mutually agreed.

15.6 Variation

This Agreement may only be varied by a written document signed by all Parties.

15.7 Waiver

A waiver of any right, power or remedy under this Agreement must be in writing and signed by the Party granting it. No delay or failure to exercise a right operates as a waiver.

15.8 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15.9 Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one instrument. This Agreement may be executed electronically and in counterparts.

15.10 Further Assurances

Each Party must do all things and execute all further documents reasonably necessary to give full effect to this Agreement.

15.11 Expenses

Each Party will bear its own costs and expenses in connection with the negotiation, preparation and execution of this Agreement and any related documents, unless otherwise agreed in writing by the Parties.

16 Execution

Executed as an Agreement.

Duly authorised for and on behalf of:

OKA Holdings Pty Ltd ACN 680 722 025 in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Signed: *Oliver Barnes*

Name: Oliver Barnes

Position: Executive Director

Signed: *Zoe Barnes*

Name: Zoe Barnes

Position: Executive Director

Duly authorised for and on behalf of

OzTerrain Pty Ltd, having ACN 618 288 967 in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

Signed: *JD Robinson*

Name: Dean Robinson

Position: Sole Company Director

Duly authorised for and on behalf of

Executed by **Dane Lawson Field** trading as **West Coast OKA Spares** ABN 92 196 896 485:

Signed: *Dane Field*

Name: Dane Lawson Field

Private & Confidential

In the presence of:

Witness Signature: *Kurt Robinson*.....

Witness Name:Kurt Robinson

Witness Address:13 Imandra Cct Success WA 6164