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Market Announcements Office
ASX Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

For Lodgement Online

14 August 2024

Dear Sir/Madam

HUMANFORCE HOLDINGS PTY LTD – NOTICE OF INITIAL SUBSTANTIAL HOLDER

We act for Humanforce Holdings Pty Ltd ACN 618 020 401 (**Humanforce**).

In accordance with section 671B of the Corporations Act 2001 (Cth), enclosed on behalf of Humanforce and its associates is a Form 603 (Notice of initial substantial holder).

Yours sincerely

A handwritten signature in blue ink, appearing to be 'DR', written over a light blue horizontal line.

David Ryan
Partner

T: +61 2 9286 8674
david.ryan@dlapiper.com

DLA Piper Australia

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company Name/Scheme LiveHire Limited (**LiveHire**)

ACN/ARSN 153 266 605

1. Details of substantial holder (1)Name Humanforce Holdings Pty Ltd (**Humanforce**) on behalf of itself and each of its associates listed in Annexure A to this notice (**Humanforce Group**).

ACN/ARSN (if applicable) 618 020 401

The holder became a substantial holder on 14/08/2024

2. Details of 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 relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares (Shares)	73,882,619	73,882,619	19.99% based on 369,597,897 Shares.

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Humanforce	Relevant interest pursuant to section 608(8) of the <i>Corporations Act 2001</i> (Cth) (Corporations Act) as a result of the execution of the each the share purchase agreements dated 14/08/2024 between various LiveHire shareholders and Humanforce (Agreements), copies of which are set out at Annexure B, which remain on foot and are yet to complete.	73,882,619 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Humanforce	Christy Forest	Humanforce	35,291,598 Shares
Humanforce	Cornelis (Cris) Fernand Buningh	Humanforce	2,176,082 Shares
Humanforce	Henry Ludski	Humanforce	5,003,000 Shares
Humanforce	Andrew Rutherford	Humanforce	932,392 Shares
Humanforce	Shorebrook Pty Ltd ACN 010 465 586	Humanforce	10,350,983 Shares
Humanforce	Tosh Cook	Humanforce	6,010,178 Shares
Humanforce	RAC & JD Brice Superannuation Pty Ltd as trustee for Brice Superannuation Fund	Humanforce	7,244,529 Shares

Humanforce	UBS Nominees Pty Ltd as custodian for Thorney Technologies Ltd	Humanforce	3,436,929 Shares
Humanforce	UBS Nominees Pty Ltd as custodian for TIGA Trading Pty Ltd	Humanforce	3,436,928 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Humanforce	14/08/2024	\$0.045 per Share, as set out in each Agreement.	Not applicable.	73,882,619 Shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Each member of the Humanforce Group	Each member of the Humanforce Group is an associate of Humanforce under section 12 of the Corporations Act.

7. Addresses


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

Name	Address
Humanforce	Level 14/90 Arthur St, North Sydney NSW 2060
Each member of the Humanforce Group	2180 Sand Hill Rd Suite 300, Menlo Park, CA 94025, United States

Signature

print name David Pullini capacity Authorised person

sign here

Signed by:


date 14/08/2024

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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
 - (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.

- (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) Details of the consideration must include any and all benefits, moneys 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 of 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.

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ANNEXURE A

This is Annexure A of 1 page referred to in 'Form 603 – Notice of initial substantial holder' dated 14/08/2024

Signature

print name David Pullini capacity Authorised person

sign here

Signed by:

David Pullini

date 14/08/2024

Humanforce Group

No.	Entity
1	Accel-KKR Growth Capital Partners IV LP
2	AKKR Growth Management Company IV LP
3	AKKR Management Company, LLC
4	Accel-KKR Holdings GP, LLC
5	AKKR Fund II Management Company, LP

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ANNEXURE B

This is Annexure B of 114 pages referred to in 'Form 603 - Notice of initial substantial' holder dated 14/08/2024

Signature

print name	David Pullini	capacity	Authorised person
signed by:			
sign here	<i>David Pullini</i>	date	14/08/2024
	685E8ED800C04B8		

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Share Purchase Agreement

Humanforce Holdings Pty Ltd
Christy Forest

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Christy Forest
 Address c/- LiveHire Limited, c/- cdPlus Corporate Services, Level 42, Rialto South Tower,
 525 Collins Street, Melbourne VIC 3000
 Email christy@livehire.com
 Attention Christy Forest

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$1,588,121.91 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 35,291,598 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

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2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

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- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;

- (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
- (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:
David Pullini
.....
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:
Joseph Porten
.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

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Signed by **Christy Forest**:

DocuSigned by:
Christy Forest
.....6F3782E2C0A7460.....

Signature of Christy Forest

For personal use only

For personal use only

Share Purchase Agreement

Humanforce Holdings Pty Ltd
Cornelis (Cris) Fernand Buningh

Dated 14 August 2024



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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Cornelis (Cris) Fernand Buningh
 Address c/- LiveHire Limited, c/- cdPlus Corporate Services, Level 42, Rialto South Tower,
 525 Collins Street, Melbourne VIC 3000
 Email cris.buningh@livehire.com
 Attention Cornelis (Cris) Fernand Buningh

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$97,923.69 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 2,176,082 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;

- (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
- (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Payments

7.3 The Buyer shall pay the Purchase Price in Euros at the most recent daily exchange rate published by the Reserve Bank of Australia at the time this agreement is executed and available at: <https://www.rba.gov.au/statistics/frequency/exchange-rate.html>.

Entire agreement

7.4 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

7.5 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

7.6 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

7.7 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

- 7.8 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

For personal use only

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:
David Pullini
.....
685F8FD800C04B8:.....
Signature of director


David Pullini
.....
Name of director (print)

DocuSigned by:
Joseph Porten
.....
+39E7DE52D8AE483:.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

For personal use only

Signed by **Cornelis (Cris) Fernand Buningh**:

Ondertekend door:

D\FC26E0ACB2443A... ..

Signature of Cornelis (Cris) Fernand Buningh

For personal use only

Share Purchase Agreement

Humanforce Holdings Pty Ltd
Henry Ludski

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Henry Ludski
 Address c/- LiveHire Limited, c/- cdPlus Corporate Services, Level 42, Rialto South Tower,
 525 Collins Street, Melbourne VIC 3000
 Email henry.ludski@livehire.com
 Attention Henry Ludski

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller has the power to dispose of, or procure the disposal of, the Sale Shares.
- C The Seller agrees to sell or procure the sale of, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$225,135.00 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means all of the shares held or controlled by the Seller, being 5,003,000 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

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2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell or procure the sale of, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer or procure the transfer of the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver, or procure the delivery, to the Buyer of completed share transfer forms, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the legal holder of the Sale Shares as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

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Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;

- (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
- (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

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Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller or any registered holder of the Sale Shares has occurred.

3 Transaction

- 3.1 The Seller either:
- (a) is the registered holder and sole legal and beneficial owner, and has the power to dispose, of the Sale Shares; or
 - (b) has the power to control the exercise of a power to dispose of the Sale Shares.
- 3.2 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.3 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

.....
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:

.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

For personal use only

Signed by **Henry Ludski**:

Signed by:

.....D9D6EBFD148F4B2.....

Signature of Henry Ludski

For personal use only

Share Purchase Agreement

Humanforce Holdings Pty Ltd
Andrew Rutherford

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Andrew Rutherford
 Address c/- LiveHire Limited, c/- cdPlus Corporate Services, Level 42, Rialto South Tower,
 525 Collins Street, Melbourne VIC 3000
 Email andrew.rutherford@livehire.com
 Attention Andrew Rutherford

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller has the power to dispose of, or procure the disposal of, the Sale Shares.
- C The Seller agrees to sell or procure the sale of, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$41,957.64 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means all of the shares held or controlled by the Seller, being 932,392 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell or procure the sale of, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer or procure the transfer of the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver, or procure the delivery, to the Buyer of completed share transfer forms, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the legal holder of the Sale Shares as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;

- (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
- (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.

6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller or any registered holder of the Sale Shares has occurred.

3 Transaction

- 3.1 The Seller either:
- (a) is the registered holder and sole legal and beneficial owner, and has the power to dispose, of the Sale Shares; or
 - (b) has the power to control the exercise of a power to dispose of the Sale Shares.
- 3.2 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.3 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

685F8FD800C04B8...
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:

30E7DE52D8AE483...
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

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Signed by **Andrew Rutherford**:

Signed by:
Andrew Rutherford
.....3EF0680F75444B7.....

Signature of Andrew Rutherford

For personal use only

Share Purchase Agreement

Humanforce Holdings Pty Ltd
Shorebrook Pty Ltd

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Shorebrook Pty Ltd
 ACN 010 465 586
 Address c/- Fitzpatrick Group
 71 Racecourse Road, Ascot QLD 4007
 Email James@kmfgroup.com.au
 Attention James Mapledoram

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

Condition has the meaning given in clause 2.1.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$465,794.24 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 10,350,983 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

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Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and

- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Conditions precedent

Conditions precedent

- 2.1 Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and

- (b) the Buyer announces the Takeover Bid,

(each, a **Condition**).

Failure to satisfy a Condition

- 2.2 If a Condition has not been satisfied by, or has become incapable of being satisfied on or before, 11:59pm on a date that is five business days after the date of this agreement then the Buyer or Seller may terminate this agreement by giving two business days' written notice to the other party.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Uncommitted Shares

- 3.3 The Purchaser and the Seller agree that nothing in this agreement (nor in any other agreement, arrangement or understanding between the parties) affects the Seller's rights to dispose of the shares in the Target other than the Sale Shares (**Uncommitted Shares**) to any party, or exercise voting rights in respect of the Uncommitted Shares or otherwise deal with the Uncommitted Shares.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:

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- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
- (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is

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an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

- 7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

- 7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

- 7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

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Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

685F8FD880C04B8.....
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:

39E7DE52D8AE483.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

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Signed by **Shorebrook Pty Ltd ACN 010 465 586** in accordance with section 127 of the *Corporations Act 2001* (Cth):

DocuSigned by:
James Mapledoram
FD68BBF7FFB7455...

Signature of director

James Mapledoram
.....

Name of director (print)

DocuSigned by:
Karen Nightingale
3021F400DC8E4E1...

Signature of director/company secretary

Karen Nightingale
.....

Name of director/company secretary (print)

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Share Purchase Agreement

Humanforce Holdings Pty Ltd
Tosh Cook

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name Tosh Cook
 Address 2642 East Eclipse Avenue, Fresno CA 93720, United States
 Email toshjerrycook@gmail.com
 Attention Tosh Cook

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHESS means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$270,458.01 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 6,010,178 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- (a) a reference to **dollars** or **\$** means Australian dollars;
 - (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
 - (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
 - (e) a reference to the word **include** or **including** is to be interpreted without limitation;
 - (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
 - (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - (h) the Schedules form part of this agreement;
 - (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.
- 1.4 In this agreement, unless the context otherwise requires:
- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Uncommitted Shares

- 3.3 The Purchaser and the Seller agree that nothing in this agreement (nor in any other agreement, arrangement or understanding between the parties) affects the Seller's rights to dispose of the shares in the Target other than the Sale Shares (**Uncommitted Shares**) to any party, or exercise voting rights in respect of the Uncommitted Shares or otherwise deal with the Uncommitted Shares.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

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Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

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Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous**Assignment**

- 7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Payments

- 7.3 The Buyer shall pay the Purchase Price in US dollars at the most recent daily exchange rate published by the Reserve Bank of Australia at the time this agreement is executed and available at: <https://www.rba.gov.au/statistics/frequency/exchange-rate.html>.

Entire agreement

- 7.4 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 7.5 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 7.6 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 7.7 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

- 7.8 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

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Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

David Pullini

685F8FD800C04B8.....

Signature of director

David Pullini

.....

Name of director (print)

DocuSigned by:

Joseph Porten

39E7DE52D8AE483.....

Signature of director/company secretary


Joseph Porten

.....

Name of director/company secretary (print)

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Signed by **Tosh Cook**:

Signed by:

DDA9272CC06D4DC.....

Signature of Tosh Cook

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Share Purchase Agreement

Humanforce Holdings Pty Ltd
RAC & JD Brice Superannuation Pty Ltd as trustee for Brice
Superannuation Fund

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name RAC & JD Brice Superannuation Pty Ltd as trustee for Brice Superannuation Fund
 ABN 41 841 154 898
 Address 20 Mayneview Street, Milton QLD 4064
 Email racbrice@bigpond.com
 Attention Andrew Brice

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

Condition has the meaning given in clause 2.1.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$326,003.81 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 7,244,529 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

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Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and

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- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 Conditions precedent

Conditions precedent

- 2.1 Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and

- (b) the Buyer announces the Takeover Bid,

(each, a **Condition**).

Failure to satisfy a Condition

- 2.2 If a Condition has not been satisfied by, or has become incapable of being satisfied on or before, 11:59pm on a date that is five business days after the date of this agreement then the Buyer or Seller may terminate this agreement by giving two business days' written notice to the other party.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Uncommitted Shares

- 3.3 The Purchaser and the Seller agree that nothing in this agreement (nor in any other agreement, arrangement or understanding between the parties) affects the Seller's rights to dispose of the shares in the Target other than the Sale Shares (**Uncommitted Shares**) to any party, or exercise voting rights in respect of the Uncommitted Shares or otherwise deal with the Uncommitted Shares.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:

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- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
- (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is

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an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

- 7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

- 7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

Variation

- 7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

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Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

685F8FD800C04B8.....
Signature of director

David Pullini
.....
Name of director (print)

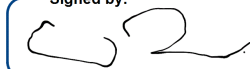
DocuSigned by:

39E7DE52D8AE463.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

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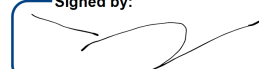
Signed by **RAC & JD Brice Superannuation Pty Ltd as trustee for Brice Superannuation Fund** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signed by:

.....F57D06C01CED4AE.....

Signature of director

Andrew Brice

.....
Name of director (print)

Signed by:

.....633808C711974EE.....

Signature of director/company secretary

Jennifer Brice

.....
Name of director/company secretary (print)

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Share Purchase Agreement

Humanforce Holdings Pty Ltd
UBS Nominees Pty Ltd as custodian for Thorney Technologies
Ltd

Dated 14 August 2024

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name UBS Nominees Pty Ltd as custodian for Thorney Technologies Ltd
 ABN 32 001 450 522
 Address 2 Chifley Square, Sydney NSW 2000
 Email jamie-za.baker@ubs.com
 Attention Jamie Baker

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$154,661.81 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 3,436,929 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

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Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

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2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Uncommitted Shares

- 3.3 The Purchaser and the Seller agree that nothing in this agreement (nor in any other agreement, arrangement or understanding between the parties) affects the Seller's rights to dispose of the shares in the Target other than the Sale Shares (**Uncommitted Shares**) to any party, or exercise voting rights in respect of the Uncommitted Shares or otherwise deal with the Uncommitted Shares.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

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Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

- 7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

- 7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

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Variation

- 7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

For personal use only

Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

685F8FD800C04B8.....
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:

39E7DE52D8AE483.....
Signature of director/company secretary

Joseph Porten
.....
Name of director/company secretary (print)

For personal use only

Executed by **UBS Nominees Pty Ltd** as
custodian for Thorney Technologies Ltd in
accordance with section 126 of the
Corporations Act 2001 (Cth) by:

Avinash Kumar
Associate Director
UBS Nominees Pty Ltd
UBS AG Australia Branch
UBS Securities Australia Ltd



.....
Authorised representative signature

Rizwan Ahmed
Associate Director
UBS Nominees Pty Ltd
UBS AG Australia Branch
UBS Securities Australia Ltd



.....
Authorised representative full name and title
(BLOCK LETTERS)

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Share Purchase Agreement

Humanforce Holdings Pty Ltd

UBS Nominees Pty Ltd as custodian for TIGA Trading Pty Ltd

Dated 14 August 2024

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SCHEDULES

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SCHEDULE 2 BUYER WARRANTIES 9

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This agreement is made on

14 August 2024

Parties

Buyer

Name Humanforce Holdings Pty Ltd
 ACN 618 020 401
 Address Level 14, 90 Arthur Street, North Sydney NSW 2060
 Email DavidJP@humanforce.com
 Attention David Pullini, Chairman

Seller

Name UBS Nominees Pty Ltd as custodian for TIGA Trading Pty Ltd
 ABN 32 001 450 522
 Address 2 Chifley Square, Sydney NSW 2000
 Email jamie-za.baker@ubs.com
 Attention Jamie Baker

Background

- A The Buyer proposes to make the Takeover Bid.
- B The Seller is the registered holder and beneficial owner of the Sale Shares.
- C The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares in consideration for the Purchase Price on the terms of this agreement.

Agreed terms

1 Definitions and interpretation

Definitions

- 1.1 In this agreement the following definitions apply:

ASX means ASX Limited ABN 98 008 624 691 or the Australian Securities Exchange, as the context requires.

Bid Implementation Agreement means the bid implementation agreement in respect of the Takeover Bid to be entered into between the Buyer and the Company.

Bidder's Statement means bidder's statement issued by the Buyer on the date of this agreement.

Buyer Warranties means the representations and warranties made by Buyer as set out in Schedule 2.

CHES means the 'Clearing House Electronic Subregister System' operated by ASX Settlement Pty Ltd.

Company means LiveHire Limited ACN 153 266 605 (ASX: LVH).

Completion Date means the fifth business day after the date on which the Buyer announces the Takeover Bid or such other date as agreed between the parties.

Completion means completion of the transfer of the Sale Shares in accordance with clause 4 of this agreement.

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

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial, regulatory body, minister, department, commission, authority, instrumentality, board, organisation, tribunal, agency, trade union or entity in any part of the world (or any office or delegate thereof).

Insolvency Event in relation to a person means anything which reasonably indicates that there is a significant risk that such person is or will become unable to pay its debts as and when they fall due, including without limitation each of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application being presented or an order made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, controller, liquidator or provisional liquidator appointed to the person or any of its assets or any such appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; or
- (g) the person ceases or threatens to cease to carry on its main business.

Listing Rules means the 'Listing Rules' and 'Operating Rules' and any other rules of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

Purchase Price means an amount equal to \$154,661.76 which equates to \$0.045 per Share.

Relevant Interest has the meaning given to that term in sections 608 and 609 of the Corporations Act.

Sale Shares means 3,436,928 Shares.

Security Interest includes a mortgage, debenture, charge, security interest, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

Seller Warranties means the representations, warranties and undertakings made by the Seller set out in Schedule 1.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid means a takeover bid by the Buyer under Chapter 6 of the Corporations Act to acquire all of the issued Shares that it does not already own on the terms set out in the Bidder's Statement.

Interpretation

1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:

- (a) a reference to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
- (b) words and phrases which are defined by the Corporations Act have the same meaning in this agreement and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (c) where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (d) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- (e) a reference to the word **include** or **including** is to be interpreted without limitation;
- (f) a reference to a party, clause, schedule, is a reference to a party, clause, Schedule, of or to this agreement;
- (g) a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- (h) the Schedules form part of this agreement;
- (i) headings are inserted for convenience only and do not affect the interpretation of this agreement; and
- (j) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day; References to and calculations of time

1.3 In this agreement, unless the context otherwise requires, a reference to a business day means a day on which banks are open for business generally in Sydney, New South Wales, other than a Saturday or Sunday or public holiday in Sydney, New South Wales.

1.4 In this agreement, unless the context otherwise requires:

- (a) where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- (b) a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

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2 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and have no force and effect, and Completion must not take place, unless and until:

- (a) the Buyer and Company enter into the Bid Implementation Agreement; and
- (b) the Buyer announces the Takeover Bid.

3 Transaction

Sale of Sale Shares

- 3.1 The Seller agrees to sell, and Buyer agrees to buy, the Sale Shares for the Purchase Price on and subject to the terms of this agreement.

Transfer free from Security Interests and with all rights

- 3.2 The Seller must transfer the Sales Shares free from all Security Interests and together with the rights attaching to or arising those shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by the Company.

Uncommitted Shares

- 3.3 The Purchaser and the Seller agree that nothing in this agreement (nor in any other agreement, arrangement or understanding between the parties) affects the Seller's rights to dispose of the shares in the Target other than the Sale Shares (**Uncommitted Shares**) to any party, or exercise voting rights in respect of the Uncommitted Shares or otherwise deal with the Uncommitted Shares.

4 Completion

Date of Completion

- 4.1 Completion will take place and shall be effected electronically (if possible) at 10.00am on the Completion Date or otherwise at a time and place as agreed between the parties.

Seller obligations at Completion

- 4.2 At Completion, the Seller must:
- (a) deliver to the Buyer a completed share transfer form, in a form acceptable to the Company's share registry (including the securityholder reference number(s) or holder identification number(s), as applicable), for the Sale Shares in favour of the Buyer as transferee, duly executed by the Seller as transferor; and
 - (b) execute and deliver, or must procure the execution and delivery of, all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Sale Shares passes from the Seller to the Buyer free from all Security Interests (including all relevant CHES details for the Sale Shares, if any).

Buyer obligations at Completion

At Completion, the Buyer must pay the Purchase Price to the Seller by electronic funds transfer to an account nominated by the Seller.

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Interdependence

- 4.3 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery will be deemed to have been made until all deliveries have been made.

Fees and brokerage

- 4.4 Each party must pay their own fees, brokerage and such like charges payable in connection with the sale and purchase of the Sale Shares under this agreement.

5 Warranties

Buyer Warranties

- 5.1 The Buyer represents and warrant to the Seller that each of the Buyer Warranties is true and accurate as at the date of this agreement and at Completion.
- 5.2 The Buyer acknowledges that the Seller has entered into this agreement in reliance on the Buyer Warranties.

Seller Warranties

- 5.3 The Seller represents, warrants and undertakes to Buyer that each of the Seller Warranties are true and accurate as at the date of this agreement and will be true and at Completion.
- 5.4 The Seller acknowledges that Buyer has entered into this agreement in reliance on the Seller Warranties.

Warranties separate

Each of the Seller Warranties and the Buyer Warranties are separate and independent and except as expressly provided to the contrary in this agreement is not limited by reference to any other Seller Warranty or Buyer Warranty.

6 Notices

Notices etc only by authorised signatories

- 6.1 Any notice or communication given or made by a party in connection with this agreement must be executed by that party or signed by an authorised signatory of that party. A person is an authorised signatory if he or she is a director of the relevant party, or if he or she is authorised in writing by that party. Any notice sent by email is taken to be signed by the named sender.

Giving notices

- 6.2 Subject to clause 6.3, any notice or communication given to a party under this agreement is only given if it is in writing and hand delivered or posted to that party at its address or emailed to that party at its email address as set out at the top of the first page of this agreement.

Change of address or email address

- 6.3 If a party gives the other party three business days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered or posted to the latest address or email address.

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Time notice is given

- 6.4 Any notice or communication is to be treated as given at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted; or
 - (c) if it is sent by email, on the earlier of the sender receiving an automated message confirming delivery or, provided no automated message is received stating that the email has not been delivered, three hours after the time the email was sent by the sender, such time to be determined by reference to the device from which the email was sent.
- 6.5 However, if any notice or communication is given, on a day that is not a business day or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

7 Miscellaneous

Assignment

- 7.1 A party must not assign, novate or transfer any of its rights or obligations under this agreement or attempt to do so without the prior written consent of each other party.

Costs

- 7.2 Except as otherwise set out in this agreement, each party must pay its own costs and expenses in preparing, negotiating, executing and completing this agreement and any document related to this agreement.

Entire agreement

- 7.3 This agreement contains everything the parties have agreed on in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Further acts

- 7.4 Each party must, promptly do all things and execute all documents necessary to give full effect to this agreement and the transaction contemplated by it.

Governing law and jurisdiction

- 7.5 This agreement is governed by the law of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Survival

- 7.6 Clauses 6 and 7 survive termination or expiry of this agreement together with any other term which by its nature is intended to do so.

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Variation

- 7.7 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

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Schedule 1 Seller Warranties

1 Corporate

- 1.1 The Seller has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 The Seller has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance by the Seller of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Seller has occurred.

3 Transaction

- 3.1 The Seller is the registered holder of the Sale Shares.
- 3.2 The Seller is the sole legal and beneficial owner of all the Sale Shares.
- 3.3 All of the Sale Shares have been duly issued and allotted, are fully paid, and no money is owing in respect of any of them.
- 3.4 At Completion, the Seller will be entitled to transfer, or procure the transfer of, the full legal and beneficial ownership of the Sale Shares free from all Security Interests or transfer restrictions in accordance with the terms of this agreement.

Schedule 2 Buyer Warranties

1 Corporate

- 1.1 Buyer has full power and authority to enter into and give effect to this agreement and to complete the transactions contemplated by it.
- 1.2 Buyer has taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms.
- 1.3 The execution, delivery and performance of this agreement complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency, the constitution or other constituent documents and any Security Interest which is binding on it.

2 Insolvency

No Insolvency Event in relation to the Buyer has occurred.

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Signature page

Executed as an agreement.

Executed by **Humanforce Holdings Pty Ltd**
ACN 618 020 401 in accordance with
section 127 of the *Corporations Act 2001* (Cth):

Signed by:

.....
685F8FD80dCb4B8...
Signature of director

David Pullini
.....
Name of director (print)

DocuSigned by:

.....
39E7DE52D8AE483...
Signature of director/company secretary

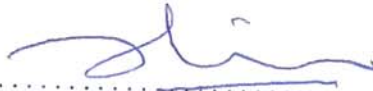
Joseph Porten
.....
Name of director/company secretary (print)

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Executed by **UBS Nominees Pty Ltd** as
custodian for **TIGA Trading Pty** in
accordance with section 126 of the
Corporations Act 2001 (Cth) by:

Avinash Kumar
Associate Director
UBS Nominees Pty Ltd
UBS AG Australia Branch
UBS Securities Australia Ltd

Rizwan Ahmed
Associate Director
UBS Nominees Pty Ltd
UBS AG Australia Branch
UBS Securities Australia Ltd



.....
Authorised representative signature



.....
Authorised representative full name and title
(BLOCK LETTERS)

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