LOGISTICS GROUP LIMITED

DIVIDEND REINVESTMENT PLAN OFFER DOCUMENT

28 AUGUST 2018



MOVE Logistics Group Limited has established a Dividend Reinvestment Plan (Plan) which offers eligible Shareholders the opportunity to reinvest any dividends received on some or all of your existing shares, into Additional Shares, free of brokerage charges. Participation in the Plan is optional. This Offer Document explains how the Plan works. Capitalised terms are set out in the Glossary on page 26.

This is an important document. If you do not understand it, or if you have any questions in relation to the Dividend Reinvestment Plan or how to act, please contact your financial adviser.

QUESTIONS AND ANSWERS

1 WHAT IS MOVE'S DIVIDEND REINVESTMENT PLAN?

The MOVE Logistics Group Limited (MOVE) Dividend Reinvestment Plan gives you, as a Shareholder in MOVE, the opportunity to reinvest the net proceeds of any cash dividends payable on your fully paid ordinary shares in Additional Shares. This provides a convenient method for you to increase your investment in MOVE free of brokerage charges.

2 AM I ELIGIBLE TO PARTICIPATE?

As at the date of this Offer Document, the Plan is only available to holders of Shares who have a New Zealand or Australian address on the MOVE Share register.

However, if you hold any Shares over which MOVE has a lien or charge, those Shares will not be eligible to participate in the Plan.

3 HOW DO I PARTICIPATE IN THE PLAN?

Once you have read this Offer Document you can elect to participate at any time by making an election online at https://investorcentre.linkmarketservices.co.nz. You will require your CSN/Holder Number and Authorisation Code (FIN) to complete your election online.

Alternatively, you can send a completed Participation Form to Link Market Services, at the address details set out in the Directory.

4 WHAT OPTIONS DO I HAVE REGARDING PARTICIPATING IN THE PLAN?

Participation in the Plan is optional and you can join, vary or withdraw your participation at any time. If you wish to participate in the Plan, you may elect one of the following:

a **Full participation**
Full participation means that all of your Shares (including all Shares held both now and any Shares acquired in the future, including where issued or transferred to you under the Plan) will participate in the Plan for all future dividends to which the Plan applies (unless you vary your participation in the Plan in accordance with the Terms and Conditions of the Plan).

b **Partial participation**
Partial participation means that the number of Shares nominated by you will participate in the Plan for all future dividends to which the Plan applies (unless you vary your participation in the Plan in accordance with the Terms and Conditions of the Plan).

You will continue to receive in cash any dividend on any of your Shares which do not participate in the Plan. If you do not wish to participate in the Plan, you are not required to do anything. You will continue to receive in cash any dividends paid on all of your Shares.

5 WHAT IF I WANT TO RECEIVE MY DIVIDENDS AS CASH?

If you prefer to receive your dividends as cash, and do not wish to reinvest the net proceeds in Additional Shares, then you are not required to do anything. You do not need to complete a Participation Form or online election and you will continue to receive in cash any dividends paid on your Shares.

6 WHAT IF I CHANGE MY MIND?

You can join the Plan, vary your participation or withdraw from the Plan at any time online at https://investorcentre.linkmarketservices.co.nz or by sending a completed Participation Form to Link Market Services. Participation Forms are available online or from Link Market Services on request.

A variation or withdrawal will be effective from the first Record Date after you notify Link Market Services.

7 HOW MUCH DOES IT COST?

Participation in the Plan is free and provides you with the ability to acquire additional Shares in MOVE free of any brokerage, commission or other transaction costs.

8 WHAT PRICE WILL I PAY?

The price of Shares is based upon the arithmetic average of the daily volume weighted average sale price (rounded to the nearest cent) of all MOVE Shares sold through the NZX Main Board (excluding special trades) during a period of not more than 10 trading days, as determined by the Board. This period will begin two trading days after the relevant dividend record date or any other date, as determined by the Board. The Share price may be subject to a discount set by the Board from time to time.

The length of the period during which the price for Shares is set, the first day of that period and the discount, if any, will be announced by MOVE to Shareholders at the same time the dividend is announced for the relevant period.

9 CAN THE PLAN BE CHANGED IN THE FUTURE?

Yes. The MOVE Board may change, suspend or cancel the Plan at its sole discretion. If that occurs, notice will be given through the NZX unless clause 15.4 of the Terms and Conditions provides otherwisethat notice is not required to be given.

If MOVE changes the Plan, those changes will not affect any Shares issued to you under the Plan prior to the change.

10 HOW DO THE SHARES RANK AND CAN I SELL THEM?

Shares issued or transferred to you under the Plan will rank equally in all respects with existing Shares. You can sell shares issued or transferred to you under the Plan.

11 ARE THERE ANY TAX IMPLICATIONS?

For New Zealand and Australian income tax purposes, dividends reinvested in Shares under a dividend reinvestment plan are generally treated in the same manner as a cash dividend. MOVE will provide details of the amount of the dividend, taxes withheld and credits available so that you can complete your tax returns. More information is set out in paragraph 19 of the Terms and Conditions.

You should contact your professional tax adviser for information about your specific circumstances.

12 WHAT IS MOVE'S DIVIDEND POLICY?

The Board of Directors of MOVE will consider whether to pay a dividend, and the amount or timing of any such dividend, in respect of each relevant financial year having regard to all relevant factors, including financial performance, cash flow, capital requirements and the availability of imputation credits.

The payment of dividends is not guaranteed by MOVE and MOVE's dividend policy may change from time to time. Further information on MOVE dividend policy and payments is available at www.movelogistics.com/investors/dividend.

TERMS AND CONDITIONS

1 INTRODUCTION

1.1 The Terms and Conditions of the MOVE Logistics Group Limited ("MOVE") Dividend Reinvestment Plan (the "Plan") are set out below.

1.2 Under the Plan, holders of fully paid ordinary shares in MOVE ("Shares") may elect to reinvest the net proceeds of cash dividends paid on all or any of their Shares in MOVE by acquiring further Shares in MOVE ("Additional Shares").

1.3 This Offer Document is issued in compliance with the exclusion for dividend reinvestment plans contained in Schedule 1 to the Financial Markets Conduct Act 2013 and the Financial Markets Conduct Regulations 2014. Accordingly, no product disclosure statement is required in respect of the Plan.

1.4 Capitalised terms used in these Terms and Conditions have the meanings set out in the Glossary.

1.5 The Questions and Answers section of this Offer Document set out summary answers to key questions. If there is any inconsistency between the Questions and Answers and these Terms and Conditions, the Terms and Conditions will prevail.

2 PARTICIPATION IN THE PLAN

Subject to paragraph 4.1, MOVE offers to all Shareholders the right to elect to participate in the Plan. However, if you hold any Shares over which MOVE has a lien or charge in accordance with the Constitution or other requirements of law, those Shares will not be eligible to participate in the Plan.

3 OPTIONS AVAILABLE TO YOU

3.1 You may elect to participate in the Plan by exercising one of the following options:

a **Full participation**: If you elect full participation, participation in the Plan will apply to all Shares registered in your name on each relevant Record Date.

b **Partial participatio**n: If you elect partial participation, only the number of Shares nominated by you will participate in the Plan. If you nominate a number of Shares in excess of the number of Shares held by you, your application will be deemed to be an application for full participation.

3.2 If you do not wish to participate in the Plan, you are not required to do anything. You will continue to automatically receive in cash any dividends paid on all of your Shares.

4 APPLICATION OF THE PLAN TO OVERSEAS SHAREHOLDERS

Participation in the Plan by Shareholders outside of New Zealand or Australia

4.2 MOVE may, in its absolute discretion, elect not to offer participation under the Plan to Shareholders whose address on MOVE's Share register is outside New Zealand or Australia if MOVE considers that to do so would risk breaching the laws of any relevant jurisdiction outside of New Zealand or Australia and it would be unduly onerous to ensure compliance with the laws of that jurisdiction.

As at the date of this Offer Document, the Board of Directors of MOVE ("Board") has elected not to offer participation in the Plan to Shareholders whose address on MOVE's Share register is outside New Zealand or Australia. The Board may change this policy at its sole discretion.

Information for Australian Shareholders

4.3 The offer of securities under the Plan does not need disclosure for the purposes of section 708 of the Corporations Act 2001 (Cth). Accordingly, this Offer Document will not be lodged with the Australian Securities and Investments Commission ("ASIC").

4.4 If you are resident in Australia, please note that MOVE is not licensed to provide financial product advice in relation to the securities offered under the Plan. There is no cooling-off regime that applies in respect of your acquisition of securities offered under the Plan. This Offer Document does not take into account your personal objectives, financial situation or needs. You should consider obtaining your own financial product advice in relation to the proposed offer from an independent person who is licensed by ASIC to give such advice.

Representations and warranties from overseas Shareholders

4.5 If you are not resident in New Zealand or Australia and you apply to participate in the Plan, you represent and warrant to MOVE that the offer of Shares under the Plan to you, and your participation in the Plan, does not breach any laws in your country of residence.

4.6 If you are not resident in New Zealand or Australia and you hold Shares through a New Zealand or Australian resident nominee:

a you must not allow your nominee to participate in the Plan if participation in respect of your Shares would breach any laws of your country of residence; and

b if you elect to participate in the Plan through your nominee, you are deemed to represent and warrant to MOVE that you can lawfully participate in the Plan through your nominee.

4.7 MOVE accepts no responsibility for determining whether you or any other Shareholder is able to participate in the Plan under laws applicable outside of New Zealand or Australia.

5 HOW TO PARTICIPATE IN THE PLAN

5.1 To participate in the Plan you must make a "Participation Election" in one of the following ways:

a **Online Election:** By visiting the website of MOVE's Share registrar Link Market Services Limited ("Registrar") at https://investorcentre.linkmarketservices.co.nz. You will require your CSN/Holder Number and Authorisation Code (FIN) to complete your online election. (Online Election is not available for Shareholders who hold Shares jointly.)

b **Participation Form:** Complete the Participation Form in accordance with the instructions on that form, and send the completed Participation Form to:

By post: PO Box 91976, Victoria Street West, Auckland 1142, New Zealand

By email: operations@linkmarketservices.co.nz

or to such other person or address as MOVE may determine (as announced to NZX by MOVE).

5.2 Subject to these Terms and Conditions, you can make an election at any time while the Plan is in effect. A Participation Form and Offer Document can be downloaded at any time from the MOVE's website at www.movelogistics.com and can be requested at any time from the Registrar.

5.3 MOVE may accept or reject a Participation Election that is not properly completed or, where applicable, signed, and correct any error in, or omission from, a Participation Election. A Participation Election that is accepted (including after the correction of any error or omission) under this paragraph 5.3 will be treated as being correctly completed for the purposes of these Terms and Conditions.

5.4 You must provide a separate Participation Election in respect of each holding of Shares identified by a separate holder number or common shareholder number that you wish to participate in the Plan.

6 WHEN YOUR PARTICIPATION BECOMES EFFECTIVE

6.1 The record date for determining entitlements under the Plan is 5.00pm New Zealand time on the date fixed by MOVE for determining entitlements to a dividend ("Record Date").

6.2 Your participation in the Plan will be effective as to dividends payable from the first Record Date after receipt by the Registrar of a properly completed Participation Election.

6.3 Any Participation Election received after 5.00pm New Zealand time on a Record Date will be effective only from the next following dividend.

6.4 Your participation in the Plan will continue for all future dividends to which the Plan applies in accordance with these Terms and Conditions, unless you vary your participation in the Plan in accordance with these Terms and Conditions.

7 HOW MOVE DETERMINES YOUR LEVEL OF PARTICIPATION IN THE PLAN

7.1 In your Participation Election, you may elect full participation, or partial participation, in the Plan, on the basis set out in paragraph 2.

7.2 If your Participation Election does not indicate your level of participation or indicates a level of participation which is more than the number of Shares that you hold but is otherwise correctly completed, you will be deemed to have applied for full participation in the Plan.

7.3 If you elect partial participation in the Plan and the number of Shares held by you on a relevant Record Date is less than the number of Shares specified in your Participation Election, then you will participate in the Plan only in respect of that lesser number of Shares.

7.4 You may vary the extent of your participation in the Plan in accordance with these Terms and Conditions.

8 YOUR DIRECTION TO MOVE

8.1 Your "Participating Shares" are the Shares held by you (registered in your name on the Share register) in respect of which you have validly elected to participate in the Plan on a Record Date, subject to paragraph 7.

8.2 By electing to participate in the Plan, you direct MOVE to apply the net proceeds of any cash dividend payable or credited on the Participating Shares held by you on each relevant Record Date as payment for Additional Shares to be issued or transferred to you under the Plan. The number of Additional Shares to be issued or transferred to you will be calculated in accordance with paragraph 9.

8.3 Your direction in paragraph 8.2 will:

a continue unless and until you terminate or vary your participation in the Plan, or MOVE terminates your participation in the Plan, in accordance with these Terms and Conditions;

b not apply during any suspension of the Plan

8.4 If you vary your participation in the Plan in accordance with these Terms and Conditions, your direction in paragraph 8.2 will apply in respect of your varied number of Participating Shares.

9 YOUR ENTITLEMENT TO ADDITIONAL SHARES

Formula for calculation of Additional Shares

9.1 If you elect to participate in the Plan, the number of Additional Shares to be issued or transferred to you will be calculated in accordance with the following formula:

$$AS = \frac{((PS \times D))}{Price}$$

Where:

AS is the number of Additional Shares you will receive (with fractional entitlements rounded down to the nearest whole number).

PS is the number of your Participating Shares.

D is the net proceeds per Share from MOVE (expressed in cents and fractions of cents, including any supplementary dividends in respect of Participating Shares payable to non-resident Shareholders but excluding any imputation credits and after deduction of any resident and non-resident withholding (or other) taxes, if any) of cash dividends payable or credited on that Share which would otherwise have been payable to you in cash if you had not elected to participate in the Plan.

Price the arithmetic average of the daily volume weighted average sale price (rounded to the nearest cent) of all Shares sold through a Normal Trade on the NZX Main Board during a period of not more than 10 trading days, as determined by the Board, commencing two trading days after the Record Date, or any other date as determined by the Board ("Weighted Average Sale Price"), less a discount (if any) as determined by the Board in its sole discretion from time to time.

9.2 For the purposes of the definition of "Price" in paragraph 9.1:

a "Normal Trade" means all trades excluding special trades such as special crossings, overseas trades, option exercise trades and any other trade determined by the Board in its discretion to not be reflective of normal trading in Shares.

b If no sales of Shares occur during the period determined by the Board for setting the price of Shares, then the Weighted Average Sale Price will be deemed to be the sale price for a Share on the first price setting trade of Shares which takes place after that period.

c The Weighted Average Sale Price may be reasonably adjusted by MOVE to allow for any bonus issue or dividend or other distribution expectation. If, in the opinion of the Board in its sole discretion, any exceptional or unusual circumstances have artificially affected the Weighted Average Sale Price, MOVE may make such adjustment to that sale price as it considers reasonable.

d The length of the period during which the price for Shares is set, the first day of that period and the discount, if any, in each case as determined by the Board will be announced by MOVE to NZX at the same time the dividend is announced.

9.3 The determination of the price of the Additional Shares by the Board, or by some other person nominated by the Board, will be binding on you and all other Participating Shareholders.

MOVE will keep any balance resulting from fractional entitlements

9.4 Any net proceeds per Share, as described in the definition of "D" in paragraph 9.1, which are not applied to the issue or transfer of an Additional Share to you because fractional entitlements to Additional Shares are rounded down to the nearest whole number, will be retained by MOVE for its sole benefit and will not be refunded or paid to you or held by MOVE or the Registrar on your behalf.

10 MATERIALLY ADVERSE INFORMATION WHICH IS NOT PUBLICLY AVAILABLE

MOVE will ensure that, at the time the price for the Additional Shares is set under paragraph 9, it will have no information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Shares if the information was publicly available.

11 COMPLIANCE WITH LAWS, LISTING RULES AND CONSTITUTION

11.1 The Plan will not operate in relation to a dividend to the extent that the issue or transfer of Additional Shares under the Plan would breach any applicable law, the NZX Main Board Listing Rules or the Constitution.

11.2 If for any reason MOVE cannot or does not issue or transfer you Additional Shares under the Plan in respect of a dividend, the relevant dividend on Participating Shares will be paid or distributed to you in the same manner as to Shareholders not participating in the Plan.

12 ALLOTMENT OF ADDITIONAL SHARES TO YOU

MOVE will issue or transfer Additional Shares to you

12.1 MOVE will, on the day that it would have otherwise paid a relevant dividend to you, issue or transfer to you the number of Additional Shares calculated in accordance with paragraph 9.

Terms of issue and ranking of Additional Shares

12.2 Additional Shares issued or transferred to you and other Participating Shareholders under the Plan will be issued or transferred on the terms set out in the Plan, and subject to the rights of termination, suspension and modification set out in paragraph 15, will not be issued on any other terms and will all be subject to the same rights as each other.

12.3 Additional Shares will, from the date of issue or transfer to you, have the same rights as and rank equally in all respects with Additional Shares issued or transferred to all other Participating Shareholders and with all other Shares on issue as at that date.

13 SOURCE OF ADDITIONAL SHARES

Additional Shares may, at the Board's discretion, be:

a new Shares issued by MOVE;

b existing Shares acquired by MOVE or a nominee or agent of MOVE; or

c any combination of new Shares and existing Shares.

14 MOVE WILL PROVIDE YOU WITH STATEMENTS ABOUT YOUR PARTICIPATION IN THE PLAN

If you elect to participate in the Plan, MOVE or the Registrar will send to you, as soon as practicable after each date on which MOVE pays a dividend on Shares (other than a dividend where the Plan does not operate in respect of your Participating Shares) ("Payment Date"), a statement detailing:

a the number of Shares in your name on the Share register on the relevant Record Date;

b the number of your Participating Shares on the relevant Record Date;

c the amount of:

i your dividend reinvested in Additional Shares; and

ii your dividend paid in cash on the Shares which were not Participating Shares (if applicable);

d the amount of any tax deduction or withholding made;

e the number of Additional Shares issued or transferred to you under the Plan on the Payment Date and the price of those Additional Shares, including the discount (if any), determined by the Board under paragraph 9;

f the amount of any imputation or other taxation credits; and

g such other matters required by law with respect to dividends and/or the reinvestment of dividends under the Plan.

15 TERMINATION, SUSPENSION AND MODIFICATION BY MOVE

Termination or modification by MOVE

15.1 The Board may at any time in its sole discretion:

a terminate, suspend or modify the Plan. If the Plan is modified, then a Participation Election will be deemed to be a Participation Election under the Plan as modified unless that Participation Election is varied or withdrawn by you in accordance with paragraph 16; or

b suspend the operation of the Plan so that it will not apply in whole or part to any dividends or distributions; or

c resolve that participation will not apply in whole or part to any dividend and that the balance of the dividend (as the case may be) will be paid in cash; or

d resolve, in the event of the subdivision, consolidation or reclassification of the Shares into one or more new classes of Shares, that a Participation Election will be deemed to be a Participation Election in respect of the Shares as subdivided, consolidated or reclassified unless such Participation Election is subsequently varied or withdrawn by you in accordance with paragraph 16; or

e resolve that a Participation Election will cease to be of any effect; or

f resolve that Additional Shares may be acquired at a discount to the market price of Shares in accordance with paragraph 9;

g determine that Shareholders in specific jurisdictions outside New Zealand and Australia may participate in the Plan; or

h determine that the Plan may be underwritten on such terms as agreed between MOVE and an underwriter.

15.2 The Board and MOVE will not be liable to you, and you will have no claim of any nature against the Board or MOVE, for or in connection with any action, decision or resolution under paragraph 15.1.

MOVE will provide notice of any termination, suspension or modification

15.3 Subject to paragraph 15.4, notice of any termination or suspension by MOVE under paragraph 15.1 will be given by way of an announcement to NZX. Notice of any modification of the Plan under paragraph 15.1 will be sent to all Participating Shareholders.

When no notice required

15.4 Notwithstanding any provision in these Terms and Conditions, MOVE may at any time, without the need for any notice:

a modify the Plan to comply with the Constitution, the NZX Main Board Listing Rules or any law; and

b make minor amendments to the Plan where such amendments are of an administrative or procedural nature.

16 VARIATION OR TERMINATION BY YOU

16.1 You may, at any time, by making a valid Participation Election in accordance with paragraph 5:

a increase or decrease the number of Participating Shares; or

b terminate your participation in the Plan.

16.2 Such variation or termination will take effect from the first Record Date after the Participation Election is received by the Registrar. A properly completed Participation Election will need to be received by the Registrar prior to 5.00pm New Zealand time on the relevant Record Date for the variation or termination to be effective in respect of dividends payable in relation to that Record Date.

17 DEATH OF PARTICIPATING SHAREHOLDER

If a Participating Shareholder dies, participation in the Plan by that Shareholder will cease on receipt by MOVE of a notice of death in a form acceptable to Death of one of two or more joint Participating Shareholders will not automatically terminate participation in the Plan.

18 REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE GIVEN

Dispositions where partial participation

18.1 If you elect to participate in the Plan in respect of some but not all your Shares and you dispose of some of your Shares then, unless you notify the Registrar otherwise in writing:

a the Shares disposed of will be deemed to be Shares which are not Participating Shares; and

b if the number of Shares disposed of is greater than the number of your Shares which are not Participating Shares, the balance will be attributed to Participating Shares.

Partial dispositions where full participation

18.2 If you elect full participation in the Plan and you dispose of part of your holding of Shares without giving the Registrar written notice terminating your participation in the Plan in accordance with paragraph 16.1(b), the Plan will only apply in respect of the number of Shares held by you on each relevant Record Date following that disposal.

Dispositions of all Shares

18.3 If you dispose of all of your holding of Shares you will be deemed to have terminated participation in the Plan from the date MOVE registers a transfer of those Shares.

19 TAXATION

19.1 The statements below in relation to taxation reflect the relevant New Zealand and Australian tax law as at the date this Offer Document was prepared and, as such, are subject to any change in New Zealand or Australian taxation laws. It is intended as a general guide only and is not an authoritative or complete statement of all potential tax implications for each Shareholder. Taxation is a complex area of law and the taxation consequences for each Shareholder may differ depending upon their particular circumstances. Accordingly, you should consult your own tax adviser as to the taxation implications of participating in the Plan. MOVE does not accept any responsibility for the financial or taxation effects of your participation or non- participation in the Plan.

New Zealand Shareholders

19.2 For New Zealand tax purposes, a New Zealand resident Participating Shareholder should be treated in the same way as if the Participating Shareholder did not participate in the Plan. This means that the Participating Shareholder will derive a dividend of the same amount that the Participating Shareholder would have derived if the Participating Shareholder had not participated (i.e. the Participating Shareholder will be treated as receiving a dividend from MOVE which is then applied to purchase or subscribe for Additional Shares).

19.3 Accordingly, unless the New Zealand Shareholder notifies MOVE that the Shareholder holds a resident withholding tax ("RWT") exemption certificate, the dividend (including any attached imputation credits) will be subject to RWT which may be deducted at source by MOVE (and therefore reduces the amount applied to purchase or subscribe for Additional Shares).

If MOVE deducts RWT at source, as at the date of this Offer Document, RWT will be deducted at the rate of 33% with an allowance for any attached imputation credits.

19.4 The New Zealand Shareholder will need to return the dividend (including any attached imputation credits and before any RWT has been deducted) as assessable income, which will be taxable to the New Zealand Shareholder at the Shareholder's personal marginal tax rate. Any attached imputation credits or RWT deducted will be creditable against New Zealand taxes payable.

Australian Shareholders

19.5 For Australian tax purposes, an Australian resident Participating Shareholder should be treated in the same way as if they had not participated. This means that the Australian resident Participating Shareholder should derive a dividend of the same amount that they would have derived if they had not participated (i.e. the Australian resident Participating Shareholder should be treated as receiving a dividend from MOVE which is then applied to purchase or subscribe for Additional Shares).

19.6 For an Australian resident Participating Shareholder, the gross dividend (including any withholding tax deducted in New Zealand) should generally be assessable to the Australian resident Participating Shareholder at its respective tax rate. The Australian resident Participating Shareholder may be entitled to a foreign income tax offset for any withholding tax deducted in New Zealand.

19.7 Where a dividend is paid to an Australian resident Participating Shareholder it will be subject to New Zealand non-resident withholding tax ("NRWT") which is deducted at source by MOVE (and therefore reduces the amount applied to purchase or subscribe for Additional Shares). As at the date of this Offer Document, NRWT will generally be deducted at the rate of 15%. However, where the dividend is fully imputed and the Australian Shareholder holds less than 10% of the shares and voting interests in MOVE, the impact of NRWT may effectively be negated by MOVE paying the Australian resident Participating Shareholder a supplementary dividend in addition to the dividend paid to all shareholders.

19.8 To the extent the Australian Shareholder has a direct voting interest in MOVE of 10% or more and the dividend is fully imputed, the rate of NRWT will be 0%.

19.9 The Australian tax implications of the future sale of Additional Shares acquired by an Australian resident Participating Shareholder will depend on the particular circumstances of that Shareholder. For Australian capital gains tax purposes, the cost base of the Additional Shares should include the amount of the dividend (and any supplementary dividend) applied to acquire the Additional Shares.

19.10 The Australian and New Zealand tax consequences for an Australian resident company Participating Shareholder holding 10% or more of the shares in MOVE may differ to the consequences described above.

Other non-resident Shareholders

19.11 Where the dividend is paid to non-New Zealand resident Shareholders, it will be subject to NRWT which is deducted at source by MOVE (and therefore reduces the amount applied to purchase or subscribe for Additional Shares).

19.12 The rate at which NRWT is imposed will depend on the extent to which imputation credits are attached to a dividend and whether the Shareholder is tax resident in a country which has entered into a tax treaty with New Zealand. As at the date of this Offer Document, generally, NRWT is deducted at the rate of:

a 15%, or 0% if the tax rate applicable after applying any relevant tax treaty would be less than 15%, to the extent that a dividend is fully imputed; or

b 30%, or the tax rate applicable after applying any relevant tax treaty, to the extent that a dividend is not fully imputed.

19.13 Depending on the extent to which a dividend is imputed, the impact of NRWT may effectively be mitigated by MOVE paying a supplementary dividend in addition to the dividend paid to all Shareholders.

19.14 To the extent the non-New Zealand resident Shareholder has a direct voting interest in MOVE of 10% or more and the dividend is fully imputed, the rate of NRWT will be 0%.

20 COSTS

There are no charges for participation in or withdrawal from the Plan. No brokerage or commission costs will be incurred in respect of the acquisition of Additional Shares.

21 STOCK EXCHANGE QUOTATION

MOVE will apply for quotation of the Additional Shares which may be issued under the Plan on the NZX Main Board. It is expected that such Additional Shares will be quoted on the NZX Main Board on the completion of allotment procedures. However, NZX does not accept any responsibility for any statement in this Offer Document.

22 GOVERNING LAW

This Offer Document, the Plan, and its operation, will be governed by the laws of New Zealand. By electing to participate in the Plan you submit to the exclusive jurisdiction of the Courts of New Zealand.

23 OTHER INFORMATION

You may obtain from MOVE, free of charge, MOVE's most recent annual report and financial statements (including the auditor's report on those financial statements) by contacting MOVE at the address set out in the Directory, or by electronic means from MOVE' website: www.movelogistics.com

GLOSSARY

"ADDITIONAL SHARES" means the additional Shares to be issued or transferred to Participating Shareholders under the Plan.

"MOVE" means MOVE Logistics Group Limited.

"BOARD" means the board of directors of MOVE.

"CONSTITUTION" means the constitution of MOVE.

"NZX MAIN BOARD" means the Main Board equity security market operated by NZX.

"NZX MAIN BOARD LISTING RULES" means the Main Board listing rules of NZX.

"NZX" means NZX Limited.

"OFFER DOCUMENT" means this document which sets out the Terms and Conditions of the Plan.

"PARTICIPATING SHAREHOLDER" means a Shareholder who has validly elected to participate in the Plan.

"PARTICIPATING SHARES" means the Shares held by a Participating Shareholder (registered in the Participating Shareholder's name on the Share register) in respect of which the Participating Shareholder has validly elected to participate in the Plan.

"PARTICIPATION FORM" means the participation form to elect to participate in the Plan.

"PLAN" means MOVE' Dividend Reinvestment Plan on the Terms and Conditions set out in this Offer Document, as amended from time to time.

"RECORD DATE" means 5.00pm New Zealand time on the date fixed by MOVE for determining entitlements to a dividend.

"REGISTRAR" means Link Market Services Limited.

"SHAREHOLDER" means a holder of one or more Shares from time to time.

"SHARES" means fully paid ordinary shares in MOVE.

PARTICIPATION FORM

DIVIDEND REINVESTMENT PLAN

Do not complete this form if you wish to continue to receive in cash any dividends declared in respect of all of your Shares in MOVE Logistics Group Limited ("MOVE").

MOVE has a Dividend Reinvestment Plan (the "Plan"). Full details of the Plan are set out in the Offer Document dated 28 August 2018. Capitalised terms not defined in this Participation Form have the meaning given to those terms in the Glossary of the Offer Document. If you wish to reinvest all or part of your MOVE dividends under the Plan, complete and return this form in the enclosed reply-paid envelope or email the completed form to operations@linkmarketservices.co.nz

Alternatively, you may make your Participation Election, or vary an existing Participation Election online by visiting https://investorcentre.linkmarketservices.co.nz. (Online election is not available for Shareholders who hold Shares jointly.)

Name(s) _____

Address _____

_____

CSN/Holder number _____ Daytime phone: _____

In terms of MOVE's Dividend Reinvestment Plan, I/we wish to participate in the Plan and request: (Choose one option only)

☐ a) Full participation in the Plan for all my Shares I/we may hold from time to time

OR

☐ b) Partial participation in the Plan, for the number of Shares stated. Please specify number of Shares:

Joint holders must each sign. Companies must execute by an authorised officer or attorney. If signed by an attorney, a certificate of non-revocation must accompany this form, and the relevant authority must either have been provided previously to the Registrar or accompany this form.

I/We acknowledge that I/we have received and read a copy of the Offer Document. I/We agree to be bound by the terms and conditions of the MOVE Dividend Reinvestment Plan set out in the Offer Document dated 28 August 2018 and this form.

I/We hereby direct that the net proceeds of all cash dividends I am/we are entitled to be paid or credited in respect of my/our Participating Shares be applied towards the purchase of Additional Shares in accordance with the Plan.

Signature of Shareholder(s): **Date:**

.....

.....

.....

Participation will commence on the first Record Date after receipt by the Registrar of this Participation Form, correctly completed. Participation will continue to apply until varied or terminated by submitting another Participation Form (available from the Registrar upon request or on MOVE's website, www.movelogistics.com), in accordance with the terms and conditions of the Plan or until the Plan is terminated or suspended by MOVE.

This form may be returned at any time to the Registrar by one of the methods below:

By post to: PO Box 91976, Victoria Street West, Auckland 1142, New Zealand

By email to: operations@linkmarketservices.co.nz

DIRECTORY

MOVE LOGISTICS GROUP LIMITED
330 Devon Street East
New Plymouth 4312
New Zealand
Website: www.movelogistics.com

REGISTRAR
Link Market Services Limited
Level 30, PwC Tower
Commercial Bay
15 Customs Street West
Auckland

or

PO Box 91976
Victoria Street West
Auckland 1142
New Zealand
Telephone: +64 9 375 5998
Facsimile: +64 9 375 5990
Website: www.linkmarketservices.co.nz

NEW ZEALAND LEGAL ADVISERS

HARMOS HORTON LUSK LIMITED
Level 33, Vero Centre
48 Shortland Street
Auckland
New Zealand


MOVE