



ASX RELEASE

GetSwift Limited
(ASX:GSW)

18 December 2020

Scheme of arrangement approved by the Federal Court of Australia

Further to its announcement on 15 December GetSwift Limited (**GetSwift**) is pleased to announce that the Federal Court of Australia (**Court**) has made orders approving the scheme of arrangement between GetSwift and its shareholders (**Scheme**), with the Scheme to become effective on 4 January 2021. As noted in the 15 December announcement, after 1 January 2021, the scheme of arrangement will not meet the applicable monetary threshold and therefore will not require FIRB approval as, pursuant to the Court orders, it will not become effective until after 1 January 2021.

The Court orders are subject to the Treasurer having made no order or decision under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (the **Act**) on or before 1 January 2021:

- prohibiting the Scheme (other than by the interim order made under section 68 of the Act on 11 December 2020 which prohibits the Scheme becoming effective on or before 1 January 2021); or
- issuing a no objections notification subject to conditions under section 74 of the Act.

Assuming the Treasurer does not make any decision or order of the kind referred to above on or before 1 January 2021, a copy of the Court's orders will be lodged with the Australian Securities and Investments Commission on 4 January 2021, at which time the Scheme will become legally effective. If this occurs, GetSwift will apply for its shares to be suspended from trading on ASX from close of trading on 4 January 2021.

A copy of the Court's orders is attached to this announcement.

Implementation timetable

The indicative timetable for implementation of the Scheme and the proposed listing of Holdco's common shares on the NEO Exchange is set out below.

Effective Date	Monday, 4 January 2021
Suspension of trading in GetSwift Shares on ASX	Close of trading on 4 January 2021
Scheme Record Date (for determining entitlements to scheme consideration)	7.00pm on Wednesday, 6 January 2021
Implementation Date	Wednesday, 13 January 2021

The above times and dates are references to the time and date in Sydney, Australia and all such times are indicative only and subject to change. Any changes will be announced by GetSwift on ASX.

This announcement has been authorised by the Board of Directors.

For further enquiries please contact:
Julian Rockett, Company Secretary
e. jrocket@getswift.co

About GetSwift Limited

Technology to Optimise Global Delivery Logistics

GSW is a technology and services company that offers a suite of software products and services focused on business and logistics automation, data management and analysis, communications, information security, and infrastructure optimization and also includes ecommerce and marketplace ordering, workforce management, data analytics and augmentation, business intelligence, route optimization, cash management, task management shift management, asset tracking, real-time alerts, cloud communications, and communications infrastructure (collectively, the "GetSwift Offering"). The GetSwift Offering is used by public and private sector clients across industries and jurisdictions for their respective logistics, communications, information security, and infrastructure projects and operations.

GetSwift is headquartered in New York and is listed on the Australian Securities Exchange (ASX:GSW).

For further background, please visit www.getswift.co. GetSwift is an emerging growth company and is subject to a variety of risks. The Company is not yet profitable, and there can be no assurance that it will achieve profitability. The Company's business and a variety of investment considerations are discussed in more detail in the Company's filings with the Australia Securities Exchange (ASX). Investors are encouraged to review the more complete information contained in such filings.

GetSwift Limited ACN 604 611 556
Level 12, 225 George Street, Sydney NSW 2000
www.getswift.co



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD1057/2020

IN THE MATTER OF GETSWIFT LIMITED ACN 604 611 556

GETSWIFT LIMITED ACN 604 611 556

Plaintiff

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION

Intervener

RAFFAELE WEBB

Interested Person

ORDER

JUDGE: JUSTICE FARRELL

DATE OF ORDER: 17 December 2020

WHERE MADE: Sydney

THE COURT ORDERS THAT:

1. Pursuant to ss 411(4)(b) and 411(6) of the *Corporations Act 2001* (Cth) (**the Act**) the scheme of arrangement between the plaintiff and the members of the plaintiff (**Scheme**) in the form set out at Tab 3 of Exhibit "MBJC-1" in the proceeding, as amended in the form tendered on 17 December 2020 as Exhibit E in the proceeding, is approved and these Orders will take effect for the purposes of s 411(10) of the Act on 4 January 2021, subject to the Treasurer having made no order or decision under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**) on or before 1 January 2021:
 - a. prohibiting the Scheme (other than by the interim order made under s 68 of the FATA on 11 December 2020); or
 - b. issuing a no objections notification subject to conditions under s 74 of the FATA.



2. Pursuant to s 411(12) of the Act, the plaintiff be exempted from compliance with s 411(11) of the Act, in relation to the Scheme referred to in Order 1.
3. These Orders be entered forthwith.

THE COURT NOTES THAT:

- A. The plaintiff gives the undertaking to the Court, Mr Raffaele Webb and the Australian Securities and Investments Commission in the form which appears at Annexure A to these Orders.
- B. GetSwift Technologies Limited (**Holdco**) gives the undertaking to the Court in the form which appears as Annexure B to these Orders.
- C. Holdco has executed a Deed Poll, a copy of which appears at Annexure C to these Orders.
- D. Holdco will rely on the Court's approval of the Scheme for the purposes of qualifying for exemption from the registration requirements of the Securities Act of 1933 (US), provided for by s 3(a)(10) of that Act, in connection with the implementation of, and the provision of consideration, under the Scheme.

Date that entry is stamped: 17 December 2020

Sia Lagos
Registrar



ANNEXURE A

No. NSD 1057 of 2020

Federal Court of Australia

District Registry: New South Wales

Division: General

IN THE MATTER OF GETSWIFT LIMITED (ACN: 604 611 556)

GETSWIFT LIMITED (ACN: 604 611 556)

Plaintiff

UNDERTAKING

GetSwift Limited (GetSwift) undertakes to the Court, Mr Raffaele Webb, the Australian Securities and Investments Commission (ASIC) on its own behalf and to ASIC on behalf of the Commonwealth of Australia as a contingent creditor of GetSwift that, in the event GetSwift Technologies Limited (Holdco) fails to meet any of its obligations under the Deed Poll appearing in the Annexure to this undertaking (Deed Poll), GetSwift will promptly take all reasonable and practicable steps to enforce GetSwift's rights under the Deed Poll against Holdco.

GetSwift undertakes to the Court that, except as provided in clause 3.2 of the Deed Poll, it will not agree to vary or terminate the Deed Poll except with leave of the Court.

This undertaking will take effect immediately upon Holdco's execution of the Deed Poll and will terminate automatically upon the termination of the Deed Poll pursuant to clause 3.2 of its terms.

Filed on behalf of:	The Plaintiff, GetSwift Limited, ACN 604 611 556
Prepared by:	Mark Crean, Solicitor
Law firm:	Jones Day
Telephone:	(02) 8272 0710
Fax:	(02) 8272 0599
Email:	mcrean@jonesday.com
Address for service:	Level 41, Aurora Place, 88 Phillip Street, Sydney NSW 2000



ANNEXURE B

No. NSD 1057 of 2020

Federal Court of Australia

District Registry: New South Wales

Division: General

IN THE MATTER OF GETSWIFT LIMITED (ACN: 604 611 556)

GETSWIFT LIMITED (ACN: 604 611 556)

Plaintiff

UNDERTAKING

GetSwift Technologies Limited (**Holdco**) undertakes to the Court that, until such time as any adverse judgment, including, but not limited to, any award of damages, compensation and/or penalties, in each of the Webb proceeding (FCA proceeding no. NSD 580 of 2018) and the ASIC proceeding (FCA proceeding no. VID 146 of 2019), and any order under s 91 of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**) in respect of the ASIC proceedings, has been satisfied, including a final determination of damages in respect of all group member claims in the Webb proceeding, or each of the proceedings are otherwise resolved on a final basis (by way of settlement or discontinuance), including the final resolution of any relevant appeal proceedings resulting therefrom, Holdco will not take any steps to wind up GetSwift Limited (**GetSwift**) and will indemnify GetSwift in respect of any liability in respect of:

- a. monetary liabilities that may be ordered against GetSwift in any adverse judgment in the Webb proceeding, inclusive of monetary liabilities in respect of the claims of group members in or arising directly from the Webb proceeding, and inclusive of any pre or post-judgment interest and costs orders;
- b. pecuniary penalties or other monetary liabilities that may be ordered against GetSwift in any adverse judgment in the ASIC proceeding, inclusive of any pre or post-judgment interest and costs orders; and
- c. any order against GetSwift under s 91 of the ASIC Act in respect of the ASIC proceeding.

Filed on behalf of:	The Plaintiff, GetSwift Limited, ACN 604 611 556
Prepared by:	Mark Crean, Solicitor
Law firm:	Jones Day
Telephone:	(02) 8272 0710
Fax:	(02) 8272 0599
Email:	mcrean@jonesday.com
Address for service:	Level 41, Aurora Place, 88 Phillip Street, Sydney NSW 2000



This undertaking will take effect immediately upon commencement of the Implementation Date (as that term is defined in the proposed scheme of arrangement between GetSwift and its members under section 411 of the *Corporations Act 2001* (Cth)).

For the avoidance of doubt, Holdco submits to the jurisdiction of the Federal Court of Australia for the purposes of any action to enforce this undertaking.



ANNEXURE C

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Execution Version

Deed Poll

Given by GetSwift Technologies Limited, a corporation incorporated in British Columbia, Canada (**Holdco**)

In favour of GetSwift Limited (ACN 604 611 556) (**GetSwift**)

Jones Day
Aurora Place
Level 41, 88 Phillip Street
Sydney NSW 2000, Australia
Tel: 61 2 8272 0500
Fax: 61 2 8272 0599
www.jonesday.com



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Contents

1. Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
1.3 Nature of Deed Poll	3
2. Holdco obligations	3
2.1 Holdco undertakings	3
3. Conditions to obligations	3
3.1 Conditions	3
3.2 Termination	3
3.3 Consequences of termination	3
4. Representations and warranties	4
5. Continuing obligations	4
6. General	4
6.1 Cumulative rights	4
6.2 Assignment	4
6.3 Further steps	4
6.4 Governing law	4
Signing page	5



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Deed Poll

Date

Parties

Holdco GetSwift Technologies Limited, a corporation incorporated under the laws of the Province of British Columbia, Canada of 20th Floor, 250 Howe Street, Vancouver BC V6C 3R8, Canada (and, for the purposes of this Deed Poll, care of Level 12, 225 George Street, Sydney NSW 2000)

In favour of GetSwift Limited ACN 604 611 556

Recitals

- A. On 4 September 2020, Holdco entered into a Scheme Implementation Deed with GetSwift pursuant to which GetSwift proposes to re-domicile to Canada pursuant to a members' scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), by "top-hatting" GetSwift with a new parent company incorporated in British Columbia, being Holdco.
- B. Upon implementation of the Scheme, GetSwift will become a wholly-owned subsidiary of Holdco.
- C. Subject to implementation of the Scheme, Holdco has agreed to provide the undertakings set out in this Deed Poll.

This Deed Poll provides as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed Poll:

- (a) **ASIC Act** means the *Australian Securities and Investments Commission Act 2001* (Cth).
- (b) **ASIC Proceeding** means the civil penalty proceedings commenced by ASIC against GetSwift, Joel Macdonald and Bane Hunter on 22 February 2019, being Federal Court of Australia proceeding no. VID 146 of 2019.
- (c) **Scheme** means the Scheme of Arrangement under Part 5.1 of the Corporations Act 2001 (Cth) between GetSwift and the GetSwift Shareholders, being Annexure A to the Scheme Booklet which comprised an attachment to an announcement made by GetSwift to the Australian Securities Exchange on 12 October 2020.
- (d) **Scheme Implementation Deed** means the scheme implementation deed between Holdco and GetSwift dated 4 September 2020, as amended from time to time.



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- (e) **Webb Proceeding** means the representative proceeding commenced by Mr Raffaele Webb against GetSwift on 13 April 2018, being Federal Court of Australia proceeding no. NSD 580 of 2018.
- (f) Unless the context otherwise requires, capitalised terms defined in the Scheme have the same meaning when used in this Deed Poll.

1.2 Interpretation

In this Deed Poll, the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a gender includes other genders;
- (d) another grammatical form of a defined word or expression has a corresponding meaning;
- (e) a reference to a person includes a natural person, a body corporate, a corporation, a trust, a partnership, an unincorporated association or any other entity;
- (f) a reference to a person includes a reference to the person's successors, administrators, executors, and permitted assigns and substitutes;
- (g) a reference to legislation includes regulations and other instruments issued under it and consolidations, amendments, modifications, re-enactments or replacements of any of them;
- (h) a reference to a clause, schedule or annexure is to a clause of, or schedule or annexure to, this Deed Poll;
- (i) a reference to a document (including this Deed Poll) includes any amendment, variation, replacement or novation of it;
- (j) the meaning of general words is not limited by using the words "including", "for example" or similar expressions;
- (k) a reference to dollars, AUD, \$ or A\$ is a reference to the lawful currency of Australia;
- (l) a reference to time is a reference to time in Sydney, Australia;
- (m) a reference to a day (including a Business Day) means a period of time commencing at midnight and ending 24 hours later; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.



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1.3 Nature of Deed Poll

Holdco acknowledges that this Deed Poll may be relied on and enforced by GetSwift in accordance with its terms even though GetSwift is not a party to it.

2. Holdco obligations

2.1 Holdco undertakings

- (a) Holdco undertakes to provide GetSwift with sufficient funds to permit it to discharge its liabilities to the extent that GetSwift is unable to discharge them as and when they fall due, until such time as any adverse judgment, including, but not limited to, any award of damages, compensation and/or penalties, in the Webb Proceeding, the ASIC Proceeding and any order under s 91 of the ASIC Act in respect of the ASIC Proceeding, has been satisfied, including a final determination of any award of damages in respect of all group member claims in the Webb Proceeding, or the proceedings are otherwise resolved on a final basis (by way of settlement or discontinuance), including the final resolution of any relevant appeal proceedings resulting therefrom, to the extent of Holdco's assets, as at the date any claim on this undertaking is made.
- (b) Holdco undertakes to not oppose the enforcement in British Columbia of any judgment against it of any superior court in Australia under, or in relation to, this Deed Poll.
- (c) Holdco undertakes not to allege, submit or seek to characterise in any proceedings that any of its obligations under this Deed Poll involve direct or indirect enforcement of a penalty.

3. Conditions to obligations

3.1 Conditions

The obligations of Holdco under this Deed Poll are subject to the Scheme becoming Effective.

3.2 Termination

The obligations of Holdco under this Deed Poll will automatically terminate upon the satisfaction by GetSwift or Holdco of any adverse judgment, including, but not limited to, any award of damages, compensation and/or penalties, in the Webb Proceeding, the ASIC Proceeding and any order under s 91 of the ASIC Act in respect of the ASIC Proceeding, or the proceedings are otherwise resolved on a final basis (by way of settlement or discontinuance), including the final resolution of any relevant appeal proceedings resulting therefrom.

3.3 Consequences of termination

If this Deed Poll is terminated under clause 3.2, then, in addition and without prejudice to any other rights, powers or remedies available to GetSwift:

- (a) Holdco is released from its obligations to further perform this Deed Poll; and
- (b) GetSwift retains the rights, powers or remedies it has against Holdco in respect of any breach of this Deed Poll which occurs before it is terminated.



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4. Representations and warranties

Holdco represents and warrants in favour of GetSwift that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the corporate power to enter into and perform its obligations under this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (c) it has taken all necessary corporate action to authorise its entry into this Deed Poll and has taken or will take all necessary corporate action to authorise the performance of this Deed Poll and, to carry out the transactions contemplated by this Deed Poll;
- (d) this Deed Poll is valid and binding on it and enforceable against it in accordance with its terms; and
- (e) this Deed Poll does not conflict with, or result in the breach of or default under, any provision of its articles of incorporation, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

5. Continuing obligations

This Deed Poll is irrevocable and remains in full force and effect until it is terminated under clause 3.2.

6. General

6.1 Cumulative rights

The rights, powers and remedies of Holdco and GetSwift under this Deed Poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this Deed Poll.

6.2 Assignment

- (a) The rights and obligations created by this Deed Poll are personal to Holdco and GetSwift. They must not be dealt with at law or in equity without the prior written consent of GetSwift and Holdco.
- (b) Any purported dealing in contravention of clause 6.2(a) is invalid.

6.3 Further steps

Holdco must, at its own expense, do all things and execute all documents necessary to give full effect to this Deed Poll and the transactions contemplated by it.

6.4 Governing law

This Deed Poll is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the Federal Court of Australia and the Supreme Court of New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll.



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Signing page

Executed as a deed poll.

Signed, sealed and delivered by **GetSwift Technologies Limited** by its duly authorised signatory, in the presence of:



DocuSigned by:

384C73B93B46426...

Signature of Witness

Bane Hunter

Name of Witness

DocuSigned by:

538D733364B64B8...

Signature of Authorised Signatory

Joel Macdonald

Name of Authorised Signatory