



ASX RELEASE

GetSwift Limited (ASX:GSW)

4 September 2020

GetSwift Announces Intention To Re-domicile To North America

GetSwift Limited (ASX: GSW) ('GetSwift' or the 'Company') today announced a proposal to re-domicile from Australia to North America by way of a scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) (the "Scheme") and the listing of the Company's new holding company on the NEO Exchange in Canada (together, the "Re-domiciliation").

As part of the Re-domiciliation, the Company has entered into a Scheme Implementation Deed dated 4 September 2020 with GetSwift Technologies Limited ("Holdco"), a newly formed company incorporated in the Province of British Columbia, Canada. A copy of the Scheme Implementation Deed is attached to this announcement.

If the Re-domiciliation is implemented:

- Holdco will acquire all of the ordinary shares in GetSwift ("GetSwift Shares") and become the new holding company of GetSwift and its subsidiaries ("GetSwift Group");
- GetSwift shareholders (other than certain ineligible foreign shareholders) will receive one Holdco common share (a "Holdco Share") for every 7 GetSwift Shares they hold as at the record date for the Scheme;
- GetSwift will be delisted from the ASX; and
- the Holdco Shares will be listed on the NEO Exchange.

Reasons for the Re-domiciliation

After considering the relative merits of the Re-domiciliation compared to its current listing on ASX, the directors of the Company (the "Board") are of the unanimous view that there are a number of significant advantages and benefits with this action. In particular, the Board believes that the Re-domiciliation will:

- align the GetSwift Group's corporate structure with its business operations in North America, which is where it is headquartered and its management and a significant proportion of its customers and shareholder base are now situated;

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- better position the GetSwift Group for continued international growth, in recognition that a majority of its customers acquired since the Company's IPO have been located across North America, Europe, the Middle East, Africa, and South America;
- increase the attractiveness of the GetSwift Group to a broader range of investors in a market which is familiar with and more likely to invest in early to mid-stage technology companies, which may lead to a stronger valuation of Holdco over time and improve liquidity in trading of shares; and
- result in overhead costs savings to the GetSwift Group by reducing costs currently incurred as a result of being listed in a time zone and geographic location not aligned to the location of its headquarters and a large proportion of its customer base (by number) and shareholders (by value).

North American Impacts

At the Company's Annual General Meeting in 2019, CEO Bane Hunter reported to shareholders that North American penetration continued its acceleration throughout fiscal 2019 with new customers in the United States and Canada representing the majority of new customers acquired during the fiscal year ended 30 June 2019, and announced the Company's expectation for North American penetration to accelerate and grow larger as a percentage of the overall global customer mix. This trend continues. It was also reported that an increasing number of the Company's shares are held by investors domiciled in the United States.

"We have made no secret of the fact that our customers and shareholders across North America have supported our focus on the region with increased business and continued investor support," said GetSwift CEO Bane Hunter. "Our focus on the world's leading markets as we continue seeking growth in all regions is simply good business."

Board Recommendation

The Board unanimously recommends shareholders vote in favour of the Scheme at the Scheme meeting.

Each member of the Board intends to vote all the GetSwift Shares held or controlled by them in favour of the Scheme.

The Board recommendation and voting intentions as set out above are subject to no superior proposal emerging and an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of GetSwift shareholders.

Independent Expert's Report

GetSwift has engaged ShineWing Australia Corporate Finance Pty Ltd (“Independent Expert”) to prepare the Independent Expert’s Report for the Scheme Booklet.

Conditions to the Scheme and Other Terms

Implementation of the Scheme is subject to certain conditions, including:

- GetSwift shareholders approving the Scheme by the requisite majorities;
- the Independent Expert concluding that the Scheme is in the best interests of GetSwift shareholders;
- the Federal Court of Australia approving the Scheme;
- approval by the Foreign Investment Review Board;
- the NEO Exchange having approved the listing of the Holdco Shares on the NEO Exchange, subject only to the Scheme becoming effective and the satisfaction of customary listing conditions that are typical for a listing application on the NEO Exchange (the “NEO Listing Approval Condition”); and
- other customary conditions.

The NEO Exchange has conditionally approved the listing of the Holdco Shares on the NEO Exchange. Listing is subject to Holdco fulfilling all of the NEO Exchange’s listing requirements, including implementation of the Scheme, minimum distribution requirements, obtaining the receipt of a prospectus in Canada from the British Columbia Securities Commission, and the NEO Exchange being satisfied by various other information that it has requested be provided to it in connection with the proposed Scheme and listing. This conditional approval remains subject to various conditions, other than those that are customary and procedural in nature, that will need to be satisfied prior to 8.00am on the Second Court Date in order to satisfy the NEO Listing Approval Condition in clause 3.1(e) of the Scheme Implementation Deed.

The full details of the conditions to, and other terms of, the Scheme are set out in the Scheme Implementation Deed, a copy of which is attached to this announcement.

Indicative Timetable

GetSwift intends to send a Scheme Booklet to GetSwift shareholders in early October 2020. The Scheme Booklet will contain information relating to the Scheme, reasons for the Board’s unanimous recommendation and details of the Scheme meeting. The Scheme Booklet will also contain the Independent Expert’s Report on whether the Scheme is in the best interests of shareholders.

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Shareholders will be given the opportunity to vote on the Scheme at a meeting which is expected to be held in early November 2020. Subject to shareholder approval and the other conditions of the Scheme being satisfied, the Scheme is expected to be implemented in mid to late November 2020 (with the trading of Holdco Shares on the NEO Exchange to commence shortly thereafter).

Due to the COVID-19 pandemic and the restrictions imposed by Australian governments in response to it, the Company will be making an application to the Federal Court of Australia for orders to permit the Scheme meeting to be conducted exclusively as a virtual meeting. Accordingly, it is proposed that the Scheme meeting will be conducted by way of live webcast only.

Any changes to the proposal that the Scheme meeting will be conducted exclusively as a virtual meeting will be outlined in the Scheme Booklet and thereafter will be announced by GetSwift to ASX.

Unmarketable Parcel Share Buy-Back Facility

GetSwift intends to put in place a buy-back facility to provide liquidity to unmarketable parcel holders ("Facility"). An unmarketable parcel is a parcel of GetSwift Shares with a market value of less than A\$500 ("Unmarketable Parcel"). The record date for the purposes of establishing the relevant parcels is 7.00pm (Sydney time) on 3 September 2020.

Holders of Unmarketable Parcels who wish to retain their GetSwift Shares may elect to opt-out from the buy back, otherwise their shares will be bought back by GetSwift for the buy-back price. The buy-back price will be a cash amount per share set by the Board after taking into account recent trading and the performance of the GetSwift Group. Further details regarding the Facility will be set out in a forthcoming ASX announcement.

Unless Unmarketable Parcel holders elect to retain their GetSwift Shares, they will no longer be GetSwift shareholders on the record date for the Scheme and they therefore will not participate in the Scheme.

Next steps

GetSwift shareholders do not need to take any action at this stage.

The Board will keep the market informed of any material developments in accordance with its continuous disclosure obligations.

Jones Day is acting as Australian legal adviser to GetSwift. Dentons is acting as Canadian legal adviser to GetSwift and Holdco.

- ENDS

Announcement

GetSwift Announces Intention To Re-domicile to North America

This announcement was approved, and authorised for release by, the GetSwift Board of Directors.

Further Information:

Media enquiries:

James Richardson, Public Affairs Advisor
james.richardson@dentons.com +1 202-408-9160

Investor enquiries:

investors@getswift.co

Company Secretary:

julian.rockett@boardroomlimited.com.au +61 2 8016 2841

About GetSwift Limited

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 Denver, Colorado 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.

Cautionary Statement Regarding Forward Looking Statements

This announcement includes certain information that may constitute "forward-looking information" under applicable securities legislation. All statements, other than statements of historical facts, included in this announcement that address future events, developments or performance that GetSwift or Holdco expect to occur are forward-looking statements. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the use of words such as "plans", "expects", "is expected", "budget", "scheduled", "estimates", "continues", "forecasts", "projects", "predicts", "intends", "anticipates", "aims", "targets", or "believes", or variations of, or the negatives of, such words and phrases or state that certain actions, events or results "may", "could", "would", "should", "might" or "will" be taken, occur or be achieved. Although GetSwift and Holdco believe the expectations in such forward-looking statements are based on reasonable assumptions, such forward-looking statements involve known and unknown risks, uncertainties and other factors, most of which are beyond the control of GetSwift or Holdco, which may cause GetSwift's and Holdco's actual results, performance or achievements to differ materially from those expressed or implied by such forward-looking statements. Factors that could cause the actual results to differ materially from those in forward-looking statements include, without limitation, changes in laws and regulations including tax laws; general economic, market or business conditions; and general economic, competitive, political and social uncertainties. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such forward-looking information. Accordingly, readers should not place undue reliance on forward-looking information. All of GetSwift's and Holdco's forward-looking information contained in this announcement is given as of the date hereof and is based upon the opinions and estimates of GetSwift's and Holdco's management and information available to management as at the date hereof. GetSwift and Holdco disclaim any intention or obligation to update or revise any such forward-looking information, whether as a result of new information, future events or otherwise, except as required by law.

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Cautionary Statement Regarding Hong Kong Securities Laws

This announcement is for information purposes only and does not constitute or form a part of any offer to sell or the solicitation of an offer to buy any securities in Hong Kong. Distribution of this announcement in Hong Kong may be restricted by law. Persons who come into possession of this announcement should acquaint themselves with and observe such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws in Hong Kong for which the Company will not accept any liability.

Not for Release to US Wire Services

This announcement has been prepared for publication in Australia and dissemination in Canada and may not be released to US wire services. This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States of America or any other jurisdiction. Any securities described in this announcement have not been registered under the US Securities Act of 1933, as amended, and may not be offered or sold in the United States of America except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws.



Execution Version

Scheme Implementation Deed

GetSwift Limited (ACN 604 611 556)

GetSwift Technologies Limited

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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Scheme Implementation Deed

Date 4 September 2020

Parties

GetSwift GetSwift Limited ACN 604 611 556, a company incorporated under the laws of Australia of Level 12, 225 George Street, Sydney, New South Wales, 2000, Australia

Holdco GetSwift Technologies Limited, a corporation incorporated under the laws of the Province of British Columbia, Canada of 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8, Canada

- Recitals**
- A. GetSwift proposes to be re-domiciled pursuant to a members' scheme of arrangement under Part 5.1 of the Corporations Act, by "top-hatting" GetSwift with a new parent company incorporated in British Columbia, Canada, being Holdco.
 - B. Under the Scheme, GetSwift Shareholders will exchange their GetSwift Shares for Holdco Shares.
 - C. Upon implementation of the Scheme, GetSwift will become a wholly-owned subsidiary of Holdco. It is proposed that GetSwift will then be delisted from the official list of ASX and Holdco will be listed on NEO.
 - D. The parties have agreed to implement the Scheme on the terms of this document.
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It is **agreed** as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) and, where the context requires, the financial market that it operates.

BCSC means the British Columbia Securities Commission.

Business Day means a day on which banks are open for business in Sydney, Australia and Vancouver, British Columbia, Canada (not being a Saturday, Sunday or public holiday in either place).

Conditions Precedent means the conditions precedent set out in clause 3.1.

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

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

Court means the Federal Court of Australia, or such other court of competent jurisdiction under the Corporations Act as agreed by GetSwift and Holdco.

Deed Poll means the deed poll to be executed by Holdco in favour of the Scheme Shareholders substantially in the form of Annexure B, or as otherwise agreed by GetSwift and Holdco.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

Effective Date means the date on which the Scheme becomes Effective.

End Date means 31 December 2020 or such other date as is agreed by GetSwift and Holdco.

Exchange Ratio means one Holdco Share for every 7 Scheme Shares.

FIRB means the Foreign Investment Review Board.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

First Court Date means the first day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard.

GetSwift Board means the board of directors of GetSwift or any relevant board committee authorised by the board of directors to exercise powers of the full board, and a reference to a 'GetSwift Board Member' means any director of GetSwift comprising part of the GetSwift Board.

GetSwift Group means GetSwift and each of its Subsidiaries.

GetSwift Option means an option granted by GetSwift to acquire by way of issue a GetSwift Share.

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

GetSwift Share Register means the register of members of GetSwift maintained by or on behalf of GetSwift.

GetSwift Shareholder means each person who is registered in the GetSwift Share Register as a holder of a GetSwift Share from time to time.

Holdco Information means the information regarding Holdco as is required to be included in the Scheme Booklet under all applicable laws, including the Corporations Act, Corporations Regulations and applicable ASIC Regulatory Guides. Holdco Information does not include information about the GetSwift Group (except to the extent it relates to any statement of intention relating to the GetSwift Group following the Effective Date).

Holdco Share means a fully paid common share in the capital of Holdco.

Implementation Date means the fifth ASX trading day after the Scheme Record Date or such other date as agreed by GetSwift and Holdco.

Independent Expert means the independent expert appointed by GetSwift under clause 6.1(b).

Independent Expert's Report means the report from the Independent Expert for inclusion in the Scheme Booklet, including any update or supplementary report, stating whether or not in the Independent Expert's opinion the Scheme is in the best interests of GetSwift Shareholders.

Ineligible Foreign Shareholder means a Scheme Shareholder who has a Registered Address in a jurisdiction outside of Australia and its external territories, Canada, New Zealand or the United States, unless Holdco determines (in its absolute discretion) that it would be lawful and not unduly onerous or impracticable to issue the Scheme Consideration to that Scheme Shareholder in the relevant jurisdiction.

Listing Rules means the listing rules of ASX, modified to the extent of any express waiver by ASX.

NEO means NEO Exchange Inc., and, where the context requires, the financial market that it operates.

Registered Address means, in relation to a GetSwift Shareholder, the address shown in the GetSwift Share Register as at the Scheme Record Date.

Regulator's Draft means the draft of the Scheme Booklet in a form which is agreed to between the parties and that is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act.

Regulatory Authority means:

- (a) a government or governmental, semi-governmental or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (c) any securities exchange or regulatory organisation established under statute,

and includes ASX, ASIC, NEO, BCSC and the Takeovers Panel.

Representative means, in relation to a party a director, officer or employee, agent, contractor or professional adviser of the party or any of the party's Related Bodies Corporate.

Scheme means the scheme of arrangement under part 5.1 of the Corporations Act under which all GetSwift Shares will be transferred to Holdco substantially in the form of Annexure A, together with any amendment or modification made pursuant to section 411(6) of the Corporations Act.

Scheme Booklet means, in respect of the Scheme, the information booklet to be approved by the Court and despatched to GetSwift Shareholders which includes the Scheme, an explanatory statement complying with the requirements of the Corporations Act, the Deed Poll, the Independent Expert's Report, notices of meeting and proxy forms.

Scheme Consideration means the consideration to be provided by Holdco to each Scheme Shareholder for the transfer of their Scheme Shares to Holdco, being such number of Holdco Shares determined by applying the Exchange Ratio.

Scheme Meeting means the meeting to be convened by the Court at which GetSwift Shareholders will vote on the Scheme and includes any meeting convened following any adjournment or postponement of such meeting.

Scheme Record Date means 7.00pm on the second ASX trading day after the Effective Date or such other date as GetSwift and Holdco agree.

Scheme Shareholder means each person who is a GetSwift Shareholder as at the Scheme Record Date.

Scheme Shares means all GetSwift Shares on issue as at the Scheme Record Date.

Second Court Date means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

Timetable means the indicative timetable in relation to the Scheme set out in Schedule 1, or such other indicative timetable as GetSwift and Holdco may agree or as may be required by ASX.

1.2 Interpretation

In this document, 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 document;
- (i) a reference to a document (including this document) 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 C\$ is a reference to the lawful currency of Canada;
- (m) a reference to time is a reference to time in Sydney, Australia;
- (n) nothing in this document is to be construed to the disadvantage of a party because that party prepared it or any part of it;
- (o) a reference to a day (including a Business Day) means a period of time commencing at midnight and ending 24 hours later;

- (p) 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; and
- (q) a term defined or for the purposes of the Corporations Act, and which is not defined in clause 1.1 has the same meaning when used in this document.

2. Agreement to propose and implement the Scheme

2.1 GetSwift to propose Scheme

GetSwift agrees to propose the Scheme on and subject to the terms and conditions of this document.

2.2 Agreement to implement Scheme

The parties agree to implement the Scheme on and subject to the terms and conditions of this document.

3. Conditions Precedent

3.1 Conditions Precedent

Subject to this clause 3, the Scheme will not become Effective, and the respective obligations of the parties in relation to implementation of the Scheme are not binding, until each of the following Conditions Precedent are satisfied or waived to the extent and in the manner set out in this clause 3:

- (a) **(Regulatory approvals)** before 8.00am on the Second Court Date:
 - (i) **FIRB approval:** either:
 - (A) the Treasurer (or the Treasurer's delegate) has provided no objection notification to the Scheme either without conditions or with conditions accepted by Holdco (acting reasonably); or
 - (B) following notice of the proposed Scheme having been given under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired;
 - (ii) **ASIC and ASX:** ASIC and ASX issue or provide all reliefs, waivers, confirmations, exemptions, consents or approvals, and have done all other acts necessary, or which GetSwift and Holdco agree are desirable, to implement the Scheme, and such reliefs, waivers, confirmations, exemptions, consents, approvals or other acts (as the case may be) have not been withdrawn, suspended or revoked at 8.00 am on the Second Court Date; and
 - (iii) **other:** all other approvals or consents of a Regulatory Authority which GetSwift and Holdco (acting reasonably) agree are necessary or desirable to implement the Scheme are obtained and those approvals and consents have not been withdrawn or revoked at 8.00am on the Second Court Date;
- (b) **(Shareholder approval)** GetSwift Shareholders approve the Scheme at the Scheme Meeting by the requisite majorities required under section 411(4)(a)(ii) of the Corporations Act;
- (c) **(Court approval)** the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act;

- (d) **(Independent Expert)** the Independent Expert issues an Independent Expert's Report which concludes that the Scheme is in the best interests of GetSwift Shareholders before the time when the Scheme Booklet is registered by ASIC;
- (e) **(NEO approval)** prior to 8.00am on the Second Court Date, NEO having approved the listing of the Holdco Shares to be issued to the Scheme Shareholders pursuant to the Scheme, subject only to the Scheme becoming Effective and the satisfaction of customary listing conditions that are typical for a listing application on NEO, and such approval remains in full force and effect in all respects and has not been withdrawn, suspended or revoked at 8.00am on the Second Court Date; and
- (f) **(no restraints)** no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or Regulatory Authority preventing or delaying the Scheme is in effect as at 8.00am on the Second Court Date.

3.2 Reasonable endeavours

Each party must, to the extent within its power to do so, use its reasonable endeavours to procure that each Condition Precedent is satisfied as soon as practicable after the date of this document and continues to be satisfied at all times until the last time it is to be satisfied.

3.3 Waiver of Conditions Precedent

- (a) Each of the Conditions Precedent are for the mutual benefit of GetSwift and Holdco and may only be waived with the written consent of both parties, except for the Conditions Precedent in clauses 3.1(a)(i), 3.1(b) and 3.1(c) which cannot be waived.
- (b) A waiver of a breach or non-fulfilment in respect of a Condition Precedent does not constitute:
 - (i) a waiver of a breach or non-fulfilment of any other Condition Precedent arising from the same event; or
 - (ii) a waiver of a breach or non-fulfilment of that Condition Precedent resulting from any other event.

3.4 Notices in relation to Conditions Precedent

Each party must:

- (a) promptly notify the other of satisfaction of a Condition Precedent and must keep the other informed of any material development of which it becomes aware that may lead to the breach or non-fulfilment of a Condition Precedent;
- (b) immediately give written notice to the other of a breach or non-fulfilment of a Condition Precedent, or of any event which will prevent a Condition Precedent being satisfied; and
- (c) upon receipt of a notice given under clause 3.4(b), give written notice to the other party as soon as possible (and in any event before 5.00pm on the day before the Second Court Date) as to whether or not it waives the breach or non-fulfilment of any Condition Precedent resulting from the occurrence of that event, specifying the Condition Precedent in question.

3.5 Consultation on failure of a Condition Precedent

If:

- (a) there is a breach or non-fulfilment of a Condition Precedent which is not waived in accordance with this document by the time or date specified in this document for the satisfaction of the Condition Precedent;
- (b) there is an act, failure to act or occurrence which will prevent a Condition Precedent being satisfied by the time or date specified in this document for the satisfaction of the Condition Precedent (and the breach or non-fulfilment which would otherwise occur has not already been waived in accordance with this document); or
- (c) the Scheme has not become Effective by the End Date,

the parties must consult in good faith with a view to determine whether:

- (d) the Scheme may proceed by way of alternative means or methods;
- (e) to extend the relevant time for satisfaction of the Condition Precedent or to adjourn or change the date of an application to the Court; or
- (f) to extend the End Date.

3.6 Failure to agree

- (a) If the parties are unable to reach agreement under clause 3.5 within 5 Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date), either party may terminate this document before 8.00 am on the Second Court Date, and any such termination will be in accordance with clause 9.1(b).
- (b) A party will not be entitled to terminate this document under this clause 3.6 if the relevant Condition Precedent has not been satisfied or agreement cannot be reached as a result of a breach of this document by that party.

4. Scheme

4.1 Proposal of Scheme

GetSwift must propose a scheme of arrangement under which:

- (a) all of the GetSwift Shares held by Scheme Shareholders as at the Scheme Record Date will be transferred to Holdco; and
- (b) each Scheme Shareholder will be entitled to receive the Scheme Consideration.

4.2 Scheme Consideration

Subject to and in accordance with this document and the Scheme, each Scheme Shareholder is entitled to receive the Scheme Consideration in respect of each GetSwift Share held by that Scheme Shareholder as at the Scheme Record Date (or in accordance with clause 4.4 in the case of Ineligible Foreign Shareholders).

4.3 Provision of Scheme Consideration

- (a) Subject to this document and the Scheme, Holdco undertakes to GetSwift (in its own right and separately as trustee or nominee for each Scheme Shareholder) that, in consideration of the transfer to Holdco of each GetSwift Share held by a Scheme Shareholder, Holdco will, on the Implementation Date:

- (i) accept that transfer; and
 - (ii) provide or procure the provision to each Scheme Shareholder (or to the nominee in the case of Ineligible Foreign Shareholders) the Scheme Consideration in accordance with the Scheme.
- (b) Where the calculation of the number of Holdco Shares to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a Holdco Share, then the fractional entitlement will be rounded down to the nearest whole number of Holdco Shares.

4.4 Ineligible Foreign Shareholders

GetSwift will be under no obligation to issue any Holdco Shares under the Scheme to any Ineligible Foreign Shareholder and instead GetSwift and Holdco agree that they will ensure that the Holdco Shares that would have been issued to Ineligible Foreign Shareholders as Scheme Consideration are issued to a nominee appointed by Holdco to be dealt with in accordance with the sale facility under the Scheme.

5. GetSwift Options

- (a) The parties must use their reasonable endeavours to procure that, as soon as reasonably practicable after the date of this document and before 8.00am on the Second Court Date, each holder of GetSwift Options enters into a legally binding deed with GetSwift in a form acceptable to both GetSwift and Holdco (each acting reasonably), under which each individual optionholder:
- (i) waives (to the extent applicable) all and any rights it may have under the terms on which their GetSwift Options are issued to accelerated or early vesting and/or being paid any cash amount by GetSwift in respect of those options that arise as a result of or in connection with the Scheme or the transactions contemplated by the Scheme (including any change of control of GetSwift); and
 - (ii) agrees to amend the terms of all of their GetSwift Options held of the Scheme Record Date in the manner set out in clause 5(b), with such amendments to take effect on the Implementation Date immediately following implementation of the Scheme,
- subject to:
- (iii) the Scheme becoming Effective;
 - (iv) ASX granting all necessary waivers from Listing Rule 6.23, or GetSwift Shareholders giving any necessary approvals under Listing Rule 6.23, in respect of those amendments; and
 - (v) any other conditions imposed by GetSwift and agreed to by Holdco.
- (b) For the purposes of clause 5(a)(ii), GetSwift and Holdco will seek to procure that the terms on which the relevant GetSwift Options are issued are amended such that:
- (i) the entitlement of the optionholder to receive one GetSwift Share on exercise of each GetSwift Option will be replaced by an entitlement to receive one Holdco Share for every 7 GetSwift Options exercised (such exchange ratio being equivalent to the Exchange Ratio);

- (ii) the exercise price for each GetSwift Option will be converted to Canadian dollars based on a A\$:C\$ exchange rate published by the Reserve Bank of Australia on the Business Day before the Implementation Date; and
- (iii) where the number of Holdco Shares to be issued to the optionholder on exercise of their GetSwift Options will result in the optionholder becoming entitled to a fraction of a Holdco Share, then the fractional entitlement will be rounded down to the nearest whole number of Holdco Shares (with no cash being payable for any fractional share).

6. Implementation

6.1 GetSwift's obligations

GetSwift must take all reasonable steps to implement the Scheme as soon as reasonably practicable in accordance with the Timetable, and in particular must:

- (a) **(preparation of Scheme Booklet)** subject to clause 6.1(d)(i), as soon as reasonably practicable after the date of this document, prepare (other than the Holdco Information and the Independent Expert's Report) and despatch the Scheme Booklet:
 - (i) in accordance with all applicable laws, including the Corporations Act, Corporations Regulations, applicable ASIC Regulatory Guides and the Listing Rules; and
 - (ii) which includes a statement by the GetSwift Board:
 - (A) unanimously recommending that GetSwift Shareholders vote in favour of the Scheme in the absence of a superior proposal and subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of GetSwift Shareholders; and
 - (B) that each GetSwift Board member who owns or controls GetSwift Shares intends to vote those GetSwift Shares in favour of the Scheme in the absence of a superior proposal and subject to the Independent Expert concluding, and continuing to conclude, that the Scheme is in the best interests of GetSwift Shareholders.
- (b) **(Independent Expert)** promptly appoint the Independent Expert and provide any assistance and information reasonably requested by the Independent Expert to enable the Independent Expert to prepare the Independent Expert's Report as soon as reasonably practicable;
- (c) **(section 411(17)(b) statement)** apply to ASIC for the production of:
 - (i) a letter stating that it does not intend to appear at the First Court Date; and
 - (ii) a statement pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (d) **(consult with Holdco)** consult with Holdco as to the form, content and presentation of:
 - (i) the Scheme Booklet, which includes allowing Holdco a reasonable opportunity to provide input about the content and presentation of the Scheme Booklet and obtaining Holdco's consent to the inclusion of the Holdco Information; and

- (ii) documents required for the purposes of the Court hearings held in relation to the Scheme;
- (e) **(lodgement of Regulator's Draft)** no later than 14 days before the First Court Date provide the Regulator's Draft to ASIC for its review for the purposes of section 411(2) of the Corporations Act, and provide a copy of the Regulator's Draft to Holdco promptly thereafter;
- (f) **(Court application)** apply to the Court for an order under section 411(1) of the Corporations Act directing GetSwift to convene the Scheme Meeting;
- (g) **(registration)** request ASIC to register the explanatory statement forming part of the Scheme Booklet in accordance with section 412(6) of the Corporations Act;
- (h) **(supplementary disclosure)** until the date of the Scheme Meeting, promptly update the Scheme Booklet with any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the information contained in the Scheme Booklet does not contain any material statement that is false, misleading or deceptive in any material respect (whether by omission or otherwise);
- (i) **(Scheme Meeting)** convene the Scheme Meeting to agree to the Scheme in accordance with any orders made by the Court pursuant to section 411(1) of the Corporations Act;
- (j) **(Court approval)** subject to all Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) being satisfied or waived in accordance with this document, apply to the Court for an order approving the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act;
- (k) **(certificate)** at the hearing on the Second Court Date, provide to the Court:
 - (i) a certificate confirming (in respect of matters with GetSwift's knowledge) whether or not all the Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) have been satisfied or waived in accordance with this document, a draft of which must be provided by GetSwift to Holdco by 5.00pm on the Business Day prior to the Second Court Date; and
 - (ii) any certificate provided to it by Holdco under clause 6.2(f);
- (l) **(lodge copy of Court order)** lodge with ASIC an office copy of the Court order approving the Scheme in accordance with section 411(10) of the Corporations Act on the day after that office copy is received (or any later date agreed by GetSwift and Holdco);
- (m) **(GetSwift Share Register)** close the GetSwift Share Register as at the Scheme Record Date to determine the identity of Scheme Shareholders and their entitlements to Scheme Consideration;
- (n) **(instruments of transfer)** if the Scheme becomes Effective and subject to Holdco having provided and procured the provision of (as appropriate) the Scheme Consideration:
 - (i) execute proper instruments of transfer and effect the transfer of all Scheme Shares to Holdco in accordance with the Scheme; and
 - (ii) register all transfers of Scheme Shares to Holdco;
- (o) **(suspension of trading)** apply to ASX to suspend trading in GetSwift Shares with effect from the close of trading on the Effective Date;

- (p) **(NEO listing)** provide any assistance and information requested or required by Holdco in connection with the NEO listing, including preparing and promptly providing information required for inclusion in the prospectus of Holdco to be filed with the BCSC in connection with Holdco's application to list the Holdco Shares on NEO; and
- (q) **(other steps)** do all other things necessary to give effect to the Scheme and the orders of the Court approving the Scheme.

6.2 Holdco's obligations

Holdco must take all reasonable steps to assist GetSwift to implement the Scheme as soon as reasonably practicable in accordance with the Timetable, and in particular must:

- (a) **(Holdco Information)** prepare and promptly provide to GetSwift for inclusion in the Scheme Booklet the Holdco Information (in accordance with all applicable laws, including the Corporations Act, Corporations Regulations, ASIC Regulatory Guides and the Listing Rules) and consent to the inclusion of that information in the Scheme Booklet.
- (b) **(consent)** provide a consent in such form as GetSwift reasonably requires in relation to the inclusion of the Holdco Information in the Scheme Booklet;
- (c) **(additional Holdco Information)** until the date of the Scheme Meeting, promptly provide to GetSwift any information that arises after the Scheme Booklet has been despatched that is necessary to ensure that the Holdco Information contained in the Scheme Booklet is not false, misleading or deceptive in any material respect (whether by omission or otherwise);
- (d) **(Independent Expert information)** provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report;
- (e) **(Deed Poll)** by no later than the Business Day prior to the First Court Date, sign and deliver to GetSwift the Deed Poll;
- (f) **(certificate)** before 5.00pm on the day immediately prior to the Second Court Date, provide to GetSwift for provision to the Court at the hearing on that date a certificate confirming (in respect of matters within Holdco's knowledge) whether or not all of the Conditions Precedent (other than the Condition Precedent in clause 3.1(c)) have been satisfied or waived in accordance with this document;
- (g) **(Share transfer)** if the Scheme becomes Effective, accept a transfer of the GetSwift Shares as contemplated by the Scheme and under clause 4.3(a)(i);
- (h) **(Scheme Consideration)** if the Scheme becomes Effective, provide or procure the provision of (as appropriate) the Scheme Consideration in the manner and amount contemplated by clause 4.3 the terms of the Scheme and the Deed Poll;
- (i) **(NEO Listing)** as soon as reasonably practicable, prepare and submit an application for the Holdco Shares to be issued under the Scheme to be approved for listing on NEO, and do everything reasonably necessary to advance such application; and
- (j) **(other steps)** do all things within its power that are reasonably necessary to ensure that the Scheme is effected in accordance with all applicable laws, regulations and policy.

6.3 Scheme Booklet responsibility statement

The responsibility statement to appear in the Scheme Booklet, in a form to be agreed by the parties, will contain words to the effect of:

- (a) GetSwift has prepared, and is responsible for, the content of the Scheme Booklet other than, to the maximum extent permitted by law, the Holdco Information, the Independent Expert's Report or any other report or letter issued to GetSwift by a third party; and
- (b) Holdco has prepared, and is responsible for, the Holdco Information in the Scheme Booklet (and no other part of the Scheme Booklet).

6.4 Verification

Each party must undertake appropriate verification processes for the information supplied by that party in the Scheme Booklet.

6.5 Conduct of Court proceeding

GetSwift and Holdco are entitled to separate representation at all Court proceedings relating to the Scheme. This document does not give GetSwift or Holdco any right or power to give undertakings to the Court for or on behalf of the other party without that party's prior written consent.

7. Representations and warranties

7.1 Representations and warranties

Each party represents and warrants to the other party that each of the following statements is true and correct in all material respects as at the date of this document and as at 5.00pm on the Business Day immediately prior to the Second Court Date:

- (a) **(status)** it is a validly existing corporation registered under the laws of its place of incorporation;
- (b) **(power)** it has full capacity, corporate power and lawful authority to execute, deliver and perform this document;
- (c) **(authority)** the execution and delivery of this document has been properly authorised by all necessary corporate action; and
- (d) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms.

7.2 Nature of representation and warranties

Each representation and warranty in clause 7.1:

- (a) is severable;
- (b) will survive termination of this document; and
- (c) is given with the intent that liability under it is not confined to breaches that are discovered before the date of termination of this document.

8. Releases

- (a) Subject to applicable law, each party releases its rights against, and will not make a claim against any past, current or future Representatives of the other party in connection with anything done or purported to be done in connection with the Scheme or any transaction contemplated by this document, whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise, except when the relevant Representative has not acted in good faith or has engaged in any wilful misconduct or fraud.
- (b) Each party holds the benefit of clause 8(a) to the extent it relates to each of its Representatives on behalf of each of them.

9. Termination

9.1 Termination events

This document may be terminated:

- (a) by either GetSwift or Holdco at any time before 8.00am on the Second Court Date, if the other party is in material breach of any term of this document (including any representation or warranty in clause 7.1), provided that the party entitled to terminate has, if practicable, given notice to the other party setting out the relevant circumstances and the relevant circumstances continue to exist 5 Business Days (or any shorter period ending at 5.00pm on the Business Day before the Second Court Date) after the date on which the notice is given;
- (b) in accordance with and pursuant to clause 3.6(a); or
- (c) if agreed to in writing by GetSwift and Holdco.

9.2 Termination

Where a party has a right to terminate this document, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this document.

9.3 Effect of termination

If this document is terminated by either party, or if this document otherwise terminates in accordance with its terms, then in either case all further obligations of the parties under this document, other than the obligations set out in this clause 9 and in clauses 8 and 10 to 13 (inclusive), will immediately cease to be of further force and effect without further liability of any party to the other, provided that nothing in this clause 9.3 releases any party from liability for any pre-termination breach of this document.

10. Costs and stamp duty

10.1 Costs

GetSwift shall bear the costs and expenses of each party in connection with the negotiation, preparation, execution, delivery and performance of this document and the proposed, attempted or actual implementation of this document and the Scheme.

10.2 Stamp duty

GetSwift must:

- (a) pay all stamp duty, registration fees and similar taxes payable or assessed as being payable in connection with this document, the acquisition of the Scheme Shares and the provision of the Scheme Consideration (including any fees, fines, penalties and interest in connection with any of those amounts); and
- (b) indemnifies Holdco against, and agrees to reimburse and compensate it for, any liability in respect of stamp duty under clause 10.2(a).

11. GST

11.1 Definitions and interpretation

For the purposes of this clause:

- (a) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) a term which has a defined meaning in the GST Act has the same meaning when used in this clause, unless the contrary intention appears; and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

11.2 GST exclusive

Unless this document expressly states otherwise, all consideration to be provided under this document is exclusive of GST.

11.3 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply in connection with this document, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.
- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

11.4 Adjustment events

If an adjustment event arises for a supply made in connection with this document, the GST Amount must be recalculated to reflect that adjustment. The supplier or the recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment, and the supplier agrees to issue an adjustment note.

11.5 Reimbursements

Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this document which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If

the reduced payment is consideration for a taxable supply, clause 11.3 will apply to the reduced payment.

11.6 No merger

This clause 11 will not merge on termination of this document.

12. Notices

12.1 How to give a Notice

Any notice, demand, consent, waiver, approval or other communication (a **Notice**) given or made under or in connection with this document:

- (a) must be in legible writing and in English;
- (b) must be signed by the sender or a person duly authorised by the sender; and
- (c) must be delivered to the intended recipient by hand, email or prepaid post (airmail if applicable) to the address or email address below or the address or email address last notified in writing by the intended recipient to the sender:

GetSwift	Address:	Level 12, 225 George Street, Sydney NSW 2000
	Email:	Julian.Rockett@boardroomlimited.com.au
	Attention:	Julian Rockett, Company Secretary, GetSwift Limited

Holdco	Address:	20 th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8, Canada
	Email:	Julian.Rockett@boardroomlimited.com.au
	Attention:	Julian Rockett, Corporate Secretary, GetSwift Technologies Limited

12.2 When effective

A Notice will be effective upon receipt and will be taken to be received:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, two Business Days after the date of posting (or seven Business Days after the date of posting if sent from one country to another); and
- (c) in the case of email, the earlier of:
 - (i) at the time the sender receives an automated message confirming delivery;
 - (ii) at the time the intended recipient confirms delivery by reply email; and
 - (iii) one hour after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated delivery failure notification indicating that the email has not been delivered,

but if the result is that a Notice is received or taken to be received outside the period between 9.00 am and 5.00 pm on a Business Day in the place of the addressee's postal address for Notices, then the Notice will be taken to be received at 9.00 am on the following Business Day in that place.

13. General

13.1 Amendment

This document can only be amended or replaced by another document signed by or on behalf of each of the parties.

13.2 Assignment

A party may not assign, encumber, declare a trust over or otherwise deal with its rights or obligations under this document, or attempt or purport to do so, without the prior written consent of each other party.

13.3 Further assurances

Each party must, at its own expense, do all things necessary, including executing agreements and documents, to give full effect to this document and the transactions contemplated by it.

13.4 Waivers, rights and remedies

- (a) No failure to exercise or delay in exercising any right, power or remedy under this document fully or at a particular time will affect that right, power or remedy or operate as a waiver.
- (b) The single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A waiver is not valid or binding on a party granting a waiver unless it is made in writing and signed by the party giving it.
- (d) A party may exercise right, power or remedy or give or refuse to give its consent, waiver or approval in its absolute discretion (including by imposing conditions), unless this document specifies otherwise.
- (e) Except as provided in this document and permitted by law or equity, the rights, powers and remedies provided in this document are cumulative with and not exclusive to the rights, powers and remedies provided by law or equity independently of this document.

13.5 Severability

Any provision of this document which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this document nor affect the validity or enforceability of that provision in any other jurisdiction.

13.6 No partnership or agency

Nothing this document is to be treated as creating a partnership and, except as expressly set out in this document, no party may act as agent or in any way to bind another party to any obligation.

13.7 Entire agreement

This document contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13.8 No merger

The rights and obligations of the parties do not merge on implementation of the Scheme.

13.9 Indemnities

The indemnities in this document are continuing obligations, independent from the other obligations of the parties under this document and continue after this document ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this document.

13.10 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this document, except for representations or inducements expressly set out in this document.
- (b) Each party acknowledges and confirms that it does not enter into this document in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this document.

13.11 Governing law

This document is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of that place, and any court that may hear appeals from any of those courts, for any proceedings arising out of or in connection with this document. Each party irrevocably waives any right it has to object to an action being brought in those courts, including without limitation, by claiming that an action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

13.12 Counterparts

This document may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Schedule 1 – Timetable

Event	Date
Regulator's Draft provided to ASIC	Mid September 2020
First Court Date	Early October 2020
Printing and despatch of Scheme Booklet	Early October 2020
Scheme Meeting held	Early November 2020
Second Court Date	Early - mid November 2020
Lodge Court order with ASIC (Effective Date)	Early - mid November 2020
Scheme Record Date	Mid November 2020
Implementation Date	Mid - late November 2020
Holdco Shares to commence trading on NEO	Mid - late November 2020

The parties acknowledge that the above timetable has been prepared on the basis of their best estimate of the timing of key events for the Scheme and that certain events may be delayed for reasons outside of the control of the parties, such as:

- the period of consideration by ASIC of the Regulator's Draft;
- the Court Hearing to obtain court orders to convene the Scheme Meeting may occur after the time specified in the above timetable; and
- the Court Hearing to obtain orders approving the Scheme may occur after the time specified in the above timetable.

Signing page

Executed as a deed.

Executed by GetSwift Limited in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of Director

Joel Macdonald

Name of Director



Signature of Director/Secretary

Bane Hunter

Name of Director/Secretary

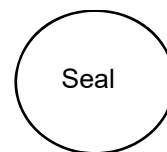
Signed, sealed and delivered by GetSwift Technologies Limited by its duly authorised signatory, in the presence of:



Signature of Witness

Joel Macdonald

Name of Witness



Signature of Authorised Signatory

Bane Hunter

Name of Authorised Signatory

Annexure A – Scheme of Arrangement



Scheme of Arrangement

GetSwift Limited (ACN 604 611 556)

Scheme Shareholders

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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Scheme of Arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Parties

GetSwift	GetSwift Limited (ACN 604 611 556) of Level 12, 225 George Street, Sydney, New South Wales, 2000, Australia
Scheme Shareholders	Each person who is registered as a holder of GetSwift Shares in the GetSwift Share Register as at the Scheme Record Date

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 98 008 624 691) and, as the context requires, the financial market operated by it.

BCSC means the British Columbia Securities Commission.

Business Day means a day on which banks are open for business in Sydney, Australia and Vancouver, British Columbia, Canada (not being a Saturday, Sunday or public holiday in either place).

CHESS means the clearing house electronic subregister system of share transfers operated by ASX Settlement Pty Limited (ABN 49 008 504 532).

CHESS Holding has the meaning given in the Settlement Rules.

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

Court means the Federal Court of Australia, or such other court of competent jurisdiction under the Corporations Act as agreed by the parties.

Deed Poll means the deed poll executed by Holdco under which Holdco covenants in favour of the Scheme Shareholders to perform (or procure performance of) its obligations attributed to Holdco under this Scheme.

Effective means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to

this Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

Effective Date means the date on which this Scheme becomes Effective.

Encumbrance means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any "security interest" as defined in section 12(1) and (2) of the *Personal Property Securities Act 2009* (Cth), and includes any agreement to create any of them or allow them to exist.

End Date means 31 December 2020 or such other date as is agreed by GetSwift and Holdco.

GetSwift Registry means Computershare Investor Services Pty Limited (ACN 078 279 277).

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

GetSwift Share Register means the register of members of GetSwift maintained by or on behalf of GetSwift.

GetSwift Shareholder means each person who is registered in the GetSwift Share Register as a holder of a GetSwift Share from time to time.

Holdco means GetSwift Technologies Limited, a corporation incorporated under the laws of the Province of British Columbia, Canada.

Holdco Share means a common share in the capital of Holdco.

Implementation Date means the fifth ASX trading day after the Scheme Record Date or such other date as agreed by GetSwift and Holdco.

Ineligible Foreign Shareholder means a Scheme Shareholder who has a Registered Address in a jurisdiction outside of Australia and its external territories, Canada, New Zealand or the United States, unless Holdco determines (in its absolute discretion) that it would be lawful and not unduly onerous or impracticable to issue the Scheme Consideration to that Scheme Shareholder in the relevant jurisdiction.

Issuer Sponsored Holding has the meaning given in the Settlement Rules.

Listing Rules means the listing rules of ASX, modified to the extent of any express waiver by ASX.

NEO means NEO Exchange Inc. and, as the context requires, the financial market operated by it.

Operating Rules means the official operating rules of ASX.

Proceeds has the meaning given in clause 5.3(a)(iii).

Registered Address means, in relation to a GetSwift Shareholder, the address shown in the GetSwift Share Register as at the Scheme Record Date.

Regulatory Authority means:

- (a) a government or governmental, semi-governmental or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and

(c) any securities exchange or regulatory organisation established under statute, and includes ASX, ASIC, NEO, BCSC and the Takeovers Panel.

Sale Agent means a person appointed by Holdco to sell the Holdco Shares that are to be issued under clause 5.3(a)(i).

Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between GetSwift and the Scheme Shareholders, subject to any alterations or conditions agreed or any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by GetSwift and Holdco.

Scheme Consideration means the consideration to be provided by Holdco to each Scheme Shareholder for the transfer of their Scheme Shares to Holdco, being one Holdco Share for every 7 Scheme Shares held as at the Scheme Record Date.

Scheme Implementation Deed means the scheme implementation deed dated [●] 2020 between GetSwift and Holdco under which, amongst other things, GetSwift has agreed to propose the Scheme to GetSwift Shareholders, and each of GetSwift and Holdco has agreed to take certain steps to give effect to this Scheme.

Scheme Meeting means the meeting to be convened by the Court at which GetSwift Shareholders will vote on the Scheme and includes any meeting convened following any adjournment or postponement of such meeting.

Scheme Record Date means 7.00pm on the second ASX trading day after the Effective Date or such other date as GetSwift and Holdco agree.

Scheme Shareholder means each person who is a GetSwift Shareholder as at the Scheme Record Date.

Scheme Shares means all GetSwift Shares on issue as at the Scheme Record Date.

Scheme Transfer means, for each Scheme Shareholder, a duly completed and executed proper share instrument of transfer of the Scheme Shares held by that Scheme Shareholder for the purposes of section 1071B of the Corporations Act, in favour of Holdco as transferee, which may be a master transfer of all or part of the Scheme Shares.

Second Court Date means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving this Scheme.

Settlement Rules means the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.

1.2 Interpretation

In this Scheme, 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 Scheme;
- (i) a reference to a document (including this Scheme) 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) nothing in this Scheme is to be construed to the disadvantage of a party because that party prepared it or any part of it;
- (n) a reference to a day (including a Business Day) means a period of time commencing at midnight and ending 24 hours later; and
- (o) 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.

2. Preliminary matters

- (a) GetSwift is a public company limited by shares, registered in Victoria, Australia and has been admitted to the official list of ASX.
- (b) Holdco is a corporation incorporated in the Province of British Columbia, Canada.
- (c) If this Scheme becomes Effective,
 - (i) Holdco must provide, or procure the provision of, the Scheme Consideration to the Scheme Shareholders in accordance with the terms of this Scheme and the Deed Poll; and
 - (ii) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to Holdco and GetSwift will enter the name of Holdco in the GetSwift Share Register in respect of the Scheme Shares on the Implementation Date.
- (d) GetSwift and Holdco have agreed, by executing the Scheme Implementation Deed, to implement this Scheme.
- (e) This Scheme attributes actions to Holdco but does not itself impose an obligation on it to perform those actions. Holdco has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the provision, or procuring the provision, of the Scheme Consideration to the Scheme Shareholders.

3. Conditions

3.1 Conditions precedent

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) neither the Scheme Implementation Deed nor the Deed Poll have been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (b) all of the conditions precedent in clause 3.1 of the Scheme Implementation Deed having been satisfied or waived (other than the condition precedent in clause 3.1(c)) in accordance with the terms of the Scheme Implementation Deed by 8.00am on the Second Court Date;
- (c) the Court having approved this Scheme, with or without any modification or condition, pursuant to section 411(4)(b) of the Corporations Act, and if applicable, GetSwift and Holdco having accepted in writing any modification or condition made or required by the Court under section 411(6) of the Corporations Act and any such conditions having been satisfied or waived; and
- (d) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

3.2 Certificate

- (a) GetSwift and Holdco must provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent were satisfied, waived or taken to be waived.

3.3 End Date

This Scheme will lapse and be of no further force or effect if:

- (a) the Effective Date does not occur on or before the End Date; or
- (b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with its terms,

unless GetSwift and Holdco otherwise agree in writing.

4. Implementation

4.1 Effective Date

Subject to clause 3.3, this Scheme will come into effect on and from the Effective Date.

4.2 Lodgement of Court orders with ASIC

GetSwift must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as reasonably practicable after the Court approves this Scheme and in any event by no later than by 5.00pm on the first Business Day after the day on which the Court approves this Scheme or such later time as may be agreed by GetSwift and Holdco.

4.3 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5 (excluding clause 5.3), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to Holdco without the need for any further act by any Scheme Shareholder (other than acts performed by GetSwift or its officers as attorney and agent of the Scheme Shareholders under clause 8.6), by:
 - (i) GetSwift delivering to Holdco a duly completed and executed Scheme Transfer, executed on behalf of the Scheme Shareholders by GetSwift, for registration; and
 - (ii) Holdco duly executing the Scheme Transfer and delivering it to GetSwift for registration; and
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.3(a)(ii), but subject to the stamping of the Scheme Transfer (if required), GetSwift must enter, or procure the entry of, the name of Holdco in the GetSwift Share Register in respect of all Scheme Shares transferred to Holdco in accordance with this Scheme.

5. Scheme Consideration

5.1 Provision of Scheme Consideration

Subject to clause 5.3, on the Implementation Date, GetSwift must procure that, in consideration for the transfer to Holdco of the GetSwift Shares, Holdco issues to the Scheme Shareholders (or to the Sale Agent in respect of Holdco Shares attributable to any Scheme Shareholder who is an Ineligible Foreign Shareholder) one Holdco Share for every 7 GetSwift Shares held by the Scheme Shareholder on the Scheme Record Date in accordance with this clause 5.

5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any Holdco Shares to be issued under this Scheme must be issued and registered in the names of the joint holders and entry in the Holdco register must take place in the same order as the holders' names appear in the GetSwift Share Register;
- (b) any cheque required to be sent under this Scheme will be payable to the joint holders and sent to either, at the sole discretion of GetSwift, the holder whose name appears first in the GetSwift Share Register as at the Scheme Record Date or to the joint holders; and
- (c) any document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of GetSwift, the holder whose name appears first in the GetSwift Share Register as at the Scheme Record Date or to the joint holders.

5.3 Ineligible Foreign Shareholders

- (a) In respect of Ineligible Foreign Shareholders, Holdco will:
 - (i) subject to clause 5.4, on the Implementation Date, issue the Holdco Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Scheme to the Sale Agent;

- (ii) procure that as soon as reasonably practicable after the Implementation Date the Sale Agent sells on market all the Holdco Shares issued to the Sale Agent under clause 5.3(a)(i);
- (iii) account to each Ineligible Foreign Shareholder for the proceeds of the sale of all of the Holdco Shares (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**); and
- (iv) as soon as reasonably practicable, remit to each Ineligible Foreign Shareholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$\mathbf{A = (B \div C) \times D}$$

where

B = the number of Holdco Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of Holdco Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds (as defined in clause 5.3(a)(iii)).

- (b) The Ineligible Foreign Shareholders acknowledge that none of Holdco, GetSwift or the Sale Agent gives any assurance as to the price that will be achieved for the sale of Holdco Shares described in clause 5.3(a).
- (c) Holdco must make, or procure the making of, payments to Ineligible Foreign Shareholders under clause 5.3(a)(iv) by:
 - (i) depositing or procuring the payment of, the relevant amount in Australian currency by electronic means into an account with any Australian Authorised Deposit-taking Institution (as defined in the Corporations Act) (ADI) notified to Holdco (or an agent of Holdco which manages the Holdco share register) by an appropriate authority from the Ineligible Foreign Shareholder;
 - (ii) if, for the purposes of clause 5.3(c)(i), an account with an Australian ADI has not been notified to Holdco, or a deposit into such an account is rejected or refunded, dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their GetSwift Share Registered Address, such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2); or
 - (iii) if paragraph 5.3(c)(ii) applies and the Ineligible Foreign Shareholder does not have a Registered Address or Holdco believes that the Ineligible Foreign Shareholder is not known at their Registered Address, crediting the amount payable to a separate bank account of Holdco to be held until the Ineligible Foreign Shareholder claims the amount or the amount is dealt with in accordance with unclaimed money legislation. Holdco must hold the amount on trust, but any benefit accruing from the amount will be to the benefit of Holdco. An amount credited to the account is to be treated as having been paid to the Ineligible Foreign Shareholder when credited to the account. Holdco must maintain records of the amounts paid, the people who are entitled to the amounts, and any transfer of the amounts.

- (d) If Holdco receives professional advice that any withholding or other tax is required by law or by a Regulatory Authority to be withheld from a payment to an Ineligible Foreign Shareholder, Holdco is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Shareholder (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 5.3(a)(iv)). Holdco must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Shareholder.
- (e) Each Ineligible Foreign Shareholder appoints Holdco as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act or any other applicable law.
- (f) Payment of the amount calculated in accordance with clause 5.3(a) to an Ineligible Foreign Shareholder in accordance with this clause 5.3 satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.
- (g) Holdco, in complying with the terms of clause 5.3(a) in respect of an Ineligible Foreign Shareholder, will be taken to have satisfied and discharged its obligations to the Ineligible Foreign Shareholders under this Scheme. An Ineligible Foreign Shareholder will have no claim against Holdco for any entitlement they would have had to the Holdco Shares but for the terms of this Scheme.

5.4 Orders of a court or Regulatory Authority

If written notice is given to GetSwift (or the GetSwift Registry) or Holdco (or the Holdco registry) of an order or direction made by a court of competent jurisdiction or by another Regulatory Authority that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by GetSwift or Holdco in accordance with this clause 5, then GetSwift or Holdco shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents GetSwift or Holdco from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, GetSwift or Holdco shall be entitled to (as applicable) retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration and/or direct Holdco not to issue, or to issue to a trustee or nominee, the Holdco Shares (as applicable) that Scheme Shareholder would otherwise be entitled to under clause 5.1, until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.

5.5 Status of Holdco Shares

Subject to this Scheme becoming Effective, Holdco must:

- (a) issue the Holdco Shares required to be issued by it under this Scheme on terms such that each such Holdco Share will rank equally in all respects with each other such Holdco Share;

- (b) ensure that each such Holdco Share is duly and validly issued in accordance with all applicable laws and Holdco's articles of incorporation, fully paid and free from any Encumbrance (except for any lien arising under Holdco's articles of incorporation);
- (c) take steps to have the Holdco Shares quoted for trading on NEO in accordance with the terms of the Scheme Implementation Deed.

5.6 Fractional entitlements

Where the calculation of the number of Holdco Shares to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a Holdco Share, then the fractional entitlement will be rounded down to the nearest whole number of Holdco Shares.

6. Dealings in Scheme Shares

6.1 Determinations of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in GetSwift Shares or other alteration to the GetSwift Share Register will only be recognised by GetSwift if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the GetSwift Share Register as the holder of the relevant GetSwift Shares on or before the Scheme Record Date; and
- (b) in all other cases, registrable transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the GetSwift Share Register is kept,

and GetSwift must not accept for registration, not recognise for any purpose (except a transfer to Holdco pursuant to this Scheme and any subsequent transfer by Holdco or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 GetSwift Share Register

- (a) GetSwift must register any registrable transmission applications or transfers of the Scheme Shares received in accordance with clause 6.1(b) on or before the Scheme Record Date, provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires GetSwift to register a transfer that would result in a GetSwift Shareholder holding a parcel of GetSwift Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a), 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Scheme, and any attempt to do so will have no effect and GetSwift shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Scheme Consideration, GetSwift must maintain the GetSwift Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Shareholders and Holdco has been entered in the GetSwift Share Register as the holder of all the GetSwift Shares. The GetSwift Share Register in this form will solely determine entitlements to the Scheme Consideration.

- (d) All statements of holding in respect of GetSwift Shares (other than statements of holding in favour of Holdco) will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the GetSwift Share Register (other than entries on the GetSwift Share Register in respect of Holdco) will cease to have effect except as evidence of entitlement to the Scheme Consideration (on the terms contemplated by clause 5) in respect of the GetSwift Shares relating that entity.
- (e) As soon as practicable after the Scheme Record Date, and in any event by 5.00pm on the first Business Day after the Scheme Record Date, GetSwift will ensure that details of the names, Registered Addresses and holdings of GetSwift Shares for each Scheme Shareholder as shown in the GetSwift Share Register on the Scheme Record Date are available to Holdco in such form as Holdco reasonably requires.

7. Quotation of GetSwift Shares

- (a) GetSwift must apply to ASX to suspend trading on ASX in GetSwift Shares with effect from the close of trading on ASX on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Holdco, GetSwift must apply:
 - (i) for termination of the official quotation of GetSwift Shares on ASX; and
 - (ii) to have GetSwift removed from the official list of ASX.

8. General Scheme provisions

8.1 Consent to amendments to this Scheme

If the Court approves this Scheme subject to any alterations or conditions:

- (a) GetSwift may, by its counsel, consent on behalf of all persons concerned to those alterations or conditions to which Holdco has consented in writing; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which GetSwift has consented to.

8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (i) agrees to the transfer of their GetSwift Shares, together with all rights and entitlements attaching to those GetSwift Shares in accordance with this Scheme;
 - (ii) agrees to the variation, cancellation or modification of the rights attached to their GetSwift Shares constituted by or resulting from this Scheme;
 - (iii) agrees to, on the direction of Holdco, destroy any holding statements or share certificates relating to their GetSwift Shares;
 - (iv) agrees to the Scheme Consideration being issued to them, or to the Sale Agent in the case of Ineligible Foreign Shareholders, to be bound by Holdco's articles of incorporation, and, if they receive their Scheme Consideration in the form of Holdco Shares, to be bound by the terms of the Holdco Shares;
 - (v) who holds their Holdco Shares in a CHESS Holding agrees to the conversion of those Holdco Shares to an Issuer Sponsored Holding and irrevocably

authorises GetSwift to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion;

- (vi) acknowledges and agrees that this Scheme binds GetSwift and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting); and
 - (vii) consents to GetSwift and Holdco doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this Scheme and the transactions contemplated by it.
- (b) Each Scheme Shareholder is taken to have warranted to GetSwift and Holdco on the Implementation Date, and appointed and authorised GetSwift as its agent and attorney to warrant to Holdco on the Implementation Date, that all of their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred to Holdco under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances and any interests of third parties of any kind, and that they have full power and capacity and have obtained all approvals and consents required to sell and to transfer their GetSwift Shares to Holdco together with any rights and entitlements attaching to those shares. GetSwift undertakes that it will provide such warranty to Holdco as agent and attorney for each Scheme Shareholder.

8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to Holdco will, at the time of the transfer of them to Holdco, vest in Holdco free from all Encumbrances and interests of third parties of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5 of this Scheme, Holdco will be beneficially entitled to the Scheme Shares to be transferred to it under the Scheme pending registration by GetSwift of Holdco in the GetSwift Share Register as the holder of the Scheme Shares.

8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder (or to the Sale Agent in the case of Ineligible Foreign Shareholders) in the manner contemplated by clause 5, and until GetSwift registers Holdco as the holder of all Scheme Shares in the GetSwift Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Holdco as attorney and agent (and directed Holdco) in each such capacity) to appoint any director, officer, secretary or agent nominated by Holdco as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Holdco reasonably directs; and

- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Holdco and any director, officer, secretary or agent nominated by Holdco under clause 8.4(a) may act in the best interests of Holdco as the intended registered holder of the Scheme Shares.

8.5 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Regulatory Authority), all instructions, notifications or elections by a Scheme Shareholder to GetSwift that are binding or deemed binding between the Scheme Shareholder and GetSwift relating to GetSwift or GetSwift Shares, including instructions, notifications or elections relating to:

- (a) whether dividends are to be paid by cheque or into a specific bank account;
- (b) payments of dividends on GetSwift Shares, including participation in any dividend reinvestment plan; and
- (c) notices or other communications from GetSwift (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by Holdco in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to Holdco and to be a binding instruction, notification or election to, and accepted by, Holdco in respect of the Holdco Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to Holdco at its registry.

8.6 Authority given to GetSwift

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints GetSwift and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Holdco, and GetSwift undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Holdco on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints GetSwift and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including the Sale Facility and (without limitation) executing and delivering:
 - (i) the Scheme Transfer as contemplated by clause 4.3; and
 - (ii) any deed or document required by GetSwift or Holdco that causes each Scheme Shareholder entitled to Holdco Shares to be bound by Holdco's articles,

and GetSwift accepts such appointment. GetSwift, as attorney and agent for each Scheme Shareholder, may sub-delegate its functions, authorities and powers under this clause 8.6 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

8.7 Binding effect of Scheme

This Scheme binds GetSwift and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or

voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of GetSwift.

9. General

9.1 Stamp duty

GetSwift will:

- (a) pay, or procure the payment of, all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected or made under this Scheme and the Deed Poll; and including any fines, penalties and interest) payable in connection with this Scheme or the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

9.2 Consent

Each of the Scheme Shareholders irrevocably consents to GetSwift doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, GetSwift or otherwise.

9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to GetSwift, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at GetSwift's registered office or at the office of the GetSwift Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any GetSwift Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

9.4 Further action

GetSwift must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

9.5 No liability when acting in good faith

Each Scheme Shareholder agrees that neither GetSwift nor Holdco nor any of their respective directors, officers, secretaries or employees will be liable for anything done or omitted to be done in the performance of this Scheme and the Deed Poll in good faith.

9.6 Governing law

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

Annexure B – Deed Poll



Deed Poll

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

In favour of each person registered as a holder of GetSwift Shares in the GetSwift Share Register as at the Scheme Record Date (**Scheme Shareholders**)

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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Deed Poll

Date 2020

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, British Columbia, V6C 3R8, Canada

In favour of Each person registered as a holder of GetSwift Shares in the GetSwift Share Register as at the Scheme Record Date.

Recitals

- A. GetSwift and Holdco have entered into the Scheme Implementation Deed.
- B. In the Scheme Implementation Deed, Holdco agreed to make this deed poll.
- C. Holdco is making this deed poll for the purpose of covenanting in favour of Scheme Shareholders to perform its obligations under the Scheme Implementation Deed and the Scheme.

This deed poll provides as follows.

1. Definitions and interpretation

1.1 Definitions

In this deed poll:

- (a) **Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between GetSwift and the Scheme Shareholders, in the form of which is annexed to this deed poll, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed to in writing by Holdco and GetSwift.
- (b) **Scheme Implementation Deed** means the scheme implementation deed between Holdco and GetSwift dated [●] 2020, as amended from time to time.
- (c) Unless the context otherwise requires, terms defined in the Scheme have the same meaning when used in this deed poll.

1.2 Interpretation

Clause 1.2 of the Scheme applies to the interpretation of this deed poll, except that references to 'this Scheme' are to be read as references to 'this deed poll'.

1.3 Nature of deed poll

Holdco acknowledges that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints GetSwift and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this deed poll against Holdco.

2. Conditions to obligations

2.1 Conditions

The obligations of Holdco under this deed poll are subject to the Scheme becoming Effective.

2.2 Termination

The obligations of Holdco under this deed poll to the Scheme Shareholders will automatically terminate and the terms of this deed poll will be of no further force or effect if:

- (a) the Scheme has not become Effective on or before the End Date or any later date as the Court, with the consent of Holdco and GetSwift, may order; or
 - (b) the Scheme Implementation Deed is terminated in accordance with its terms,
- unless Holdco and GetSwift otherwise agree in writing.

2.3 Consequences of termination

If this deed poll is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

- (a) Holdco is released from its obligations to further perform this deed poll; and
- (b) each Scheme Shareholder retains the rights, powers or remedies they have against Holdco in respect of any breach of this deed poll which occurs before it is terminated.

3. Scheme obligations

3.1 Undertaking to provide Scheme Consideration

Subject to clause 2, Holdco undertakes in favour of each Scheme Shareholder to:

- (a) provide, or procure the provision of, the Scheme Consideration to each Scheme Shareholder (or to a nominee appointed by Holdco in respect of Ineligible Foreign Shareholders) in accordance with the terms of the Scheme; and
- (b) undertake all other actions attributed to it under the Scheme,

subject to and in accordance with the provisions of the Scheme.

3.2 Holdco Shares to rank equally

Holdco covenants in favour of each Scheme Shareholder that the Holdco Shares which are issued in accordance with the Scheme will:

- (a) rank equally in all respects with each other such Holdco Share; and
- (b) be duly and validly issued in accordance with all applicable laws and Holdco's notice of articles and articles of incorporation, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under Holdco's articles of incorporation).

4. Representations and warranties

Holdco represents and warrants in favour of each Scheme Shareholder 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, subject to clause 2, remains in full force and effect until:

- (a) Holdco has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this document under clause 2.2.

6. Notices

6.1 How to give a Notice

Any notice, demand, consent, waiver, approval or other communication (a **Notice**) given or made to Holdco under or in connection with this deed poll:

- (a) must be in legible writing and in English;
- (b) must be signed by the sender or a person duly authorised by the sender; and

- (c) must be delivered to the intended recipient by hand, email or prepaid post (airmail if applicable) to the address or email address below or the address or email address last notified in writing by the intended recipient to the sender:

Holdco	Address:	20 th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8, Canada
	Email:	Julian.Rockett@boardroomlimited.com.au
	Attention:	Julian Rockett, Corporate Secretary, GetSwift Technologies Limited

6.2 When effective

A Notice will be effective upon receipt and will be taken to be received:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, two Business Days after the date of posting (or seven Business Days after the date of posting if sent from one country to another); and
- (c) in the case of email, the earlier of:
- (i) at the time the sender receives an automated message confirming delivery;
 - (ii) at the time the intended recipient confirms delivery by reply email; and
 - (iii) one hour after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated delivery failure notification indicating that the email has not been delivered,

but if the result is that a Notice is received or taken to be received outside the period between 9.00am and 5.00pm on a Business Day in the place of the addressee's postal address for Notices, then the Notice will be taken to be received at 9.00am on the following Business Day in that place.

7. General

7.1 Stamp duty

Holdco must, to the extent it is within its power to do so, procure that GetSwift pays all stamp duty and any related fines and penalties in respect of the Scheme and this deed poll, the performance of this deed poll and each transaction effected by or made under the Scheme and this deed poll.

7.2 Variation

A provision of this deed poll or any right created under it may not be varied, altered or otherwise amended unless:

- (a) the variation is agreed to by GetSwift and Holdco in writing; and
- (b) the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme,

in which event Holdco must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation, alteration or amendment.

7.3 Waiver

- (a) Holdco may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) No Scheme Shareholder may rely on words or conduct of Holdco as a waiver of any right unless the waiver is in writing and signed by Holdco.
- (c) The meanings of the terms used in this clause 7.3 are set out below.

Term	Meaning
conduct	includes delay in the exercise of a right.
right	any right arising under or in connection with this deed poll and includes the right to rely on this clause.
waiver	includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

7.4 Cumulative rights

The rights, powers and remedies of Holdco and the Scheme Shareholders under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by law independently of this deed poll.

7.5 Assignment

- (a) The rights and obligations created by this deed poll are personal to Holdco and each Scheme Shareholder. 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 7.5(a) is invalid.

7.6 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.

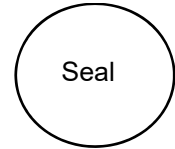
7.7 Governing law

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

Signing page

Executed as a deed poll.

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



Signature of Witness

Signature of Authorised Signatory

Name of Witness

Name of Authorised Signatory

Annexure A – Scheme