

GETSWIFT LIMITED

ACN 604 611 556

NOTICE OF EXTRAORDINARY GENERAL MEETING

AND

EXPLANATORY STATEMENT

**For an Extraordinary General Meeting of Shareholders to be held on
Wednesday, 9 August 2017 at 10.00am (EST) at
Level 4, 60 Carrington Street, Sydney NSW 2000, Australia**

As this is an important document, please read it carefully.

*If you are unable to attend the Extraordinary General Meeting, please complete
the proxy form enclosed and return it in accordance with the
instructions set out on that form.*

TIME AND PLACE OF MEETING AND HOW TO VOTE

Venue

The Extraordinary General Meeting of the Shareholders of GetSwift Limited ("GetSwift" or the "Company") will be held at:

Level 4, 60 Carrington Street, Sydney NSW

Commencing at 10.00am (EST) on Wednesday, 9 August 2017

How to Vote

You may vote by attending the Meeting in person, by proxy or corporate representative.

Voting in Person

To vote in person, attend the Meeting on the date and at the place set out above.

Voting by Proxy

To be valid, your proxy form (and any power of attorney under which it is signed) must be received at an address given below by 10.00am (EST) on Monday, 7 August 2017. Any proxy form received after that time will not be valid for the scheduled meeting.

- | | |
|-------------------------|--|
| Online | At www.investorvote.com.au |
| By mail | Share Registry – Computershare Investor Services Pty Limited,
GPO Box 242, Melbourne Victoria 3001, Australia |
| By fax | 1800 783 447 (within Australia)
+61 3 9473 2555 (outside Australia) |
| By mobile | Scan the QR Code on your proxy form and follow the prompts |
| Custodian voting | For Intermediary Online subscribers only (custodians) please visit www.intermediaryonline.com to submit your voting intentions |

Your proxy form is enclosed.

Corporate Representative

Any corporate Shareholder who has appointed a person to act as its corporate representative at the Meeting should provide that person with a certificate or letter executed in accordance with the Corporations Act authorising him or her to act as that company's representative. The authority may be sent to the Company in advance of the Meeting or handed in at the Meeting when registering as a corporate representative. An appointment of corporate representative form is enclosed.

NOTES:

1. A Shareholder who is entitled to attend and vote at a general meeting of Shareholders is entitled to appoint not more than two proxies. Where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the Shareholder's voting rights. If the Shareholder appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half of the votes. A proxy need not be a shareholder of the Company.
2. Where a voting exclusion applies, the Company need not disregard a vote if it is cast by a person as a proxy for a person who is entitled to vote in accordance with the directions on the proxy form to vote as the proxy decides or it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.
3. For the purposes of the Corporations Act, the Directors have set a snapshot time and date to determine the identity of those entitled to attend and vote at the General Meeting. The snapshot time and date is 10.00am (EST) on Monday, August 7 2017, 48 hrs before meeting.

GETSWIFT LIMITED

ACN 604 611 556

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is given that an Extraordinary General Meeting of Shareholders (**EGM** or **Meeting**) of GetSwift Limited ("GetSwift" or the "Company") will be held at Level 4, 60 Carrington Street, Sydney NSW 2000, at 10.00am (EST) on Wednesday, 9 August 2017.

The Explanatory Statement which accompanies and forms part of this Notice describes the matters to be considered as ordinary business and special business. Certain abbreviations and other defined terms are used throughout this Notice. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations used are set out in the Glossary contained in the Explanatory Statement.

AGENDA

Resolution 1: Ratification of issue of options to the Company's Corporate Advisors

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve and ratify the issue of 5,000,000 unlisted options to investors who do not require disclosure under section 708 of the Corporations Act, for the purpose and on the terms set out in the Explanatory Statement."

Voting exclusion

The Company will disregard any votes cast on this Resolution by any person who participated in the issue, or any associates of those persons. However, the Company will not disregard a vote if it is cast by the person as proxy for a person who is entitled to vote in accordance with directions on the proxy form or it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Resolution 2: Ratification of issue of Shares to sophisticated investors

To consider, and if thought fit, to pass the following resolution as an **ordinary resolution**:

"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders approve and ratify the issue of 13,808,932 Shares to investors who do not require disclosure under section 708 of the Corporations Act, for the purpose and on the terms set out in the Explanatory Statement."

Voting exclusion

The Company will disregard any votes cast on this Resolution by any person who participated in the issue, or any associates of those persons. However, the Company will not disregard a vote if it is cast by the person as proxy for a person who is entitled to vote in accordance with directions on the proxy form or it is cast by the

Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides.

Resolution 3: Issue of Shares to sophisticated investors

To consider and, if thought fit, to pass the following as an **ordinary resolution**:

“That for the purpose of Listing Rule 7.1, and for all other purposes, Shareholders approve the issue of 16,281,608 Shares to sophisticated investors, for the purpose and on the terms set out in the Explanatory Statement.”

Voting exclusion

The Company will disregard any votes cast on the Resolution by any person who may participate in the proposed issue and any person who might obtain a benefit, except a benefit solely in the capacity of a Shareholder if the Resolution is passed, and any associates of those persons (as defined in the Listing Rules).

However, the Company will not disregard a vote if it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form or it is cast by the person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 4: Approval of the “GetSwift Employee and Executive Ownership Plan” for the purpose of Listing Rule 7.2 Exception 9

To consider and, if thought fit, to pass the following as an ordinary resolution:

“That for the purpose of Listing Rule 7.2 Exception 9, Shareholders approve the issue of Awards under the “GetSwift Employee and Executive Ownership Plan” within the period of 3 years after the date of the meeting at which this resolution is proposed, upon the terms and conditions specified in the Employee and Executive Ownership Plan Rules which are summarised in the Explanatory Memorandum.”

Voting exclusion

The Company will disregard any votes cast on this Resolution by any person who participated in the issue, or any associates of those persons. However, the Company will not disregard a vote if it is cast by the person as proxy for a person who is entitled to vote in accordance with directions on the proxy form or it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the Proxy Form to vote as the proxy decides

Resolution 5: Approval to grant Options to Mr Bane Hunter, Chairman

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purposes of sections 200B, 200E and Chapter 2E of the Corporations Act and Listing Rule 10.11, and for all other purposes, Shareholders approve the grant of 5,000,000 Options to Mr Bane Hunter (or his nominee) for no consideration, and the issue of Shares under the Options, in the manner outlined in the Explanatory Statement.”

Voting exclusion

Under section 224(1) of the Corporations Act and Listing Rules 10.13.6 and 14.11 the Company will disregard any votes cast on this Resolution by Mr Bane Hunter (or his nominee) or associates of Mr Bane Hunter (or his nominee). However, section 224(1) of the Corporations Act does not prevent the casting of a vote if it is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of Mr Bane Hunter (or his nominee) or any associate of Mr Bane Hunter (or her nominee).

Under section 250BD of the Corporations Act a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the person is either a member of the Key Management Personnel for the Company or a closely related party (as defined in the Corporations Act) of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution,

unless the person is the Chairman and the appointment expressly authorises the Chairman to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company.

Under Listing Rule 14.11 the Company need not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- (b) it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 6: Approval to grant Options to Mr Joel Macdonald, Managing Director

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purposes of sections 200B, 200E and Chapter 2E of the Corporations Act and Listing Rule 10.11, and for all other purposes, Shareholders approve the grant of 1,000,000 Options to Mr Joel Macdonald (or his nominee) for no consideration, and the issue of Shares under the Options, in the manner outlined in the Explanatory Statement.”

Voting exclusion

Under section 224(1) of the Corporations Act and Listing Rules 10.13.6 and 14.11 the Company will disregard any votes cast on this Resolution by Mr Joel Macdonald (or his nominee) or associates of Mr Joel Macdonald (or his nominee). However, section 224(1) of the Corporations Act does not prevent the casting of a vote if it is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of Mr Joel Macdonald (or his nominee) or any associate of Mr Joel Macdonald (or her nominee).

Under section 250BD of the Corporations Act a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the person is either a member of the Key Management Personnel for the Company or a closely related party (as defined in the Corporations Act) of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution,

unless the person is the Chairman and the appointment expressly authorises the Chairman to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company.

Under Listing Rule 14.11 the Company need not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- (b) it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 7: Approval to grant Options to Ms Jamila Gordon, Director

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purposes of sections 200B, 200E and Chapter 2E of the Corporations Act and Listing Rule 10.11, and for all other purposes, Shareholders approve the grant of 1,000,000 Options to Ms Jamila Gordon (or her nominee) for no consideration, and the issue of Shares under the Options, in the manner outlined in the Explanatory Statement.”

Voting exclusion

Under section 224(1) of the Corporations Act and Listing Rules 10.13.6 and 14.11 the Company will disregard any votes cast on this Resolution by Ms Jamila Gordon (or her nominee) or associates of Ms Jamila Gordon (or her nominee). However, section 224(1) of the Corporations Act does not prevent the casting of a vote if it is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of Ms Jamila Gordon (or her nominee) or any associate of Ms Jamila Gordon (or her nominee).

Under section 250BD of the Corporations Act a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the person is either a member of the Key Management Personnel for the Company or a closely related party (as defined in the Corporations Act) of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution,

unless the person is the Chairman and the appointment expressly authorises the Chairman to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company.

Under Listing Rule 14.11 the Company need not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- (b) it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 8: Approval to grant Options to Mr Brett Eagle, Director

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purposes of sections 200B, 200E and Chapter 2E of the Corporations Act and Listing Rule 10.11, and for all other purposes, Shareholders approve the grant of 1,000,000 Options to Mr Brett Eagle (or his nominee) for no consideration, and the issue of Shares under the Options, in the manner outlined in the Explanatory Statement.”

Voting exclusion

Under section 224(1) of the Corporations Act and Listing Rules 10.13.6 and 14.11 the Company will disregard any votes cast on this Resolution by Mr Brett Eagle (or his nominee) or associates of Mr Brett Eagle (or his nominee). However, section 224(1) of the Corporations Act does not prevent the casting of a vote if it is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of Mr Brett Eagle (or his nominee) or any associate of Mr Brett Eagle (or her nominee).

Under section 250BD of the Corporations Act a person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (a) the person is either a member of the Key Management Personnel for the Company or a closely related party (as defined in the Corporations Act) of such member; and
- (b) the appointment does not specify the way the proxy is to vote on the Resolution,

unless the person is the Chairman and the appointment expressly authorises the Chairman to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel for the Company.

Under Listing Rule 14.11 the Company need not disregard a vote if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- (b) it is cast by the Chairman as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

Snapshot Date

The Directors have determined that for the purposes of regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), the persons eligible to attend and vote at the Meeting are those persons who are registered as Shareholders at 10.00am (EST) on Monday, 7 August 2017, 48 hrs before meeting.

Incorporation of Explanatory Statement

The Explanatory Statement attached to this Notice of Meeting, is incorporated into and forms part of this Notice of Meeting.

Interdependency of Resolutions

The Resolutions are not interdependent. This means that a Resolution may be passed by Shareholders notwithstanding that one or more of those Resolutions are not passed by Shareholders.

DATED 28 JUNE 2017

BY ORDER OF THE BOARD

Mr Scott Mison

Company Secretary

EXPLANATORY STATEMENT

This Explanatory Statement and all attachments are important documents. They should be read carefully.

If you have any questions regarding the matters set out in this Explanatory Statement or the preceding Notice, please contact the Company, your stockbroker or other professional adviser.

Certain abbreviations and other defined terms are used throughout this Explanatory Statement. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations used are set out in the Glossary contained in this Explanatory Statement.

This Explanatory Statement has been prepared for the Shareholders of GetSwift in connection with the General Meeting of the Company to be held on Wednesday, 9 August 2017.

RESOLUTION 1 – RATIFICATION OF ISSUE OF OPTIONS TO CORPORATE ADVISORS

1.1 General

Background to Resolution 1

On 1 March 2017, the Company issued 5,000,000 unlisted options exercisable at \$0.70 per option and expiring 30 June 2018 at \$0.00001 to the Company's Corporate Advisors to raise a further \$50 (before costs). The securities were issued under the Company's placement capacity under Listing Rule 7.1.

Listing Rules

Listing Rule 7.1 restricts the number of Equity Securities a company may issue (or agree to issue) in any 12 month period without shareholder approval to 15% of the number of ordinary shares on issue at the commencement of that 12 month period (subject to specified exceptions).

Listing Rule 7.4 states that an issue by a company of securities made without approval under Listing Rule 7.1 is treated as having been made with approval for the purpose of Listing Rule 7.1 if the issue did not breach Listing Rule 7.1 and the company's members subsequently approve it.

Under Resolution 1, the Company seeks from Shareholders approval for, and ratification of, the issue of 5,000,000 unlisted options to the Company's Corporate Advisors pursuant to the Company's placement capacity under Listing Rule 7.1 so as to limit the restrictive effect of Listing Rule 7.1 on any further issues of securities by the Company in the next 12 months.

Listing Rule 7.5 requires the following specific information to be provided:

- (a) 5,000,000 Options were issued in total.
- (b) 5,000,000 Options were issued at \$0.00001 per Option.
- (c) The full terms and conditions of the Options the subject of this Resolution are set out in **Annexure 1**.

- (d) The Options were issued to the Company's Corporate Advisors under the exceptions provided in section 708 of the Corporations Act, none of whom is a related party of the Company.
- (e) The Company raised a total of \$50 in funds before costs from the issue of Options. When the options are exercised, the Company will raise \$3,500,000.
- (f) The funds raised will be used for working capital purposes.

A voting exclusion applies to Resolution 2 in the terms set out in the Notice.

1.2 Directors' Recommendation

All the Directors recommend Shareholders vote in favour of Resolution 1.

RESOLUTION 2 – RATIFICATION OF ISSUE OF SHARES TO SOPHISTICATED INVESTORS

2.1 General

Background

On 23 June 2017, the Company announced that it had firm commitments to raise \$24,072,432 via the issue of 30,090,540 shares. The Company is completing the raising in 2 tranches. Tranche 1 is placed under the Company's placement capacity under Listing Rule 7.1 and tranche 2 through shareholder approval.

On 3 July 2017, the Company issued 13,808,932 Shares at \$0.80 per Share to raise \$11,047,146 (before costs). These securities were issued under a placement to investors who do not require disclosure under section 708 of the Corporations Act (**Sophisticated Investors**) under the Company's placement capacity under Listing Rule 7.1. Please refer to the Company's announcement dated 23 June 2017.

Listing Rules

Listing Rule 7.1 restricts the number of Equity Securities a company may issue (or agree to issue) in any 12 month period without shareholder approval to 15% of the number of ordinary shares on issue at the commencement of that 12 month period (subject to specified exceptions).

Listing Rule 7.4 states that an issue by a company of securities made without approval under Listing Rule 7.1 is treated as having been made with approval for the purpose of Listing Rule 7.1 if the issue did not breach Listing Rule 7.1 and the company's members subsequently approve it.

Under Resolution 2, the Company seeks from Shareholders approval for, and ratification of, the issue of 13,808,932 Shares to the Sophisticated Investors pursuant to the Company's placement capacity under Listing Rule 7.1 so as to limit the restrictive effect of Listing Rule 7.1 on any further issues of securities by the Company in the next 12 months.

Listing Rule 7.5 requires the following specific information to be provided:

- (a) 13, 808,932 Shares were issued in total.
- (b) 13, 808,932 Shares were issued at \$.80 per Share

- (c) The Shares were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (d) The Shares were issued to investors under the exceptions provided in section 708 of the Corporations Act, none of whom is a related party of the Company.
- (e) The Company raised a total of \$11,047,146 in funds before costs from the issue of Shares.
- (f) The Company intends to use the funds raised to accelerate its conversion of strong demand opportunities in its global client pipeline. In particular, the Company expects nearly all capital expenditure to be directly correlated to client on-boarding going forward and expansion into additional sectors and geographies. This includes but is not limited to the hiring of key product and program management staff to be based in key strategic geographic locations where the Company is well-positioned to continue to grow its client base; new compliance requirements in several new sectors that require unique parameters such as but not limited to Health Care, Defense, Manufacturing and others; client onboarding costs and IT/Systems infrastructure scaling spend.

A voting exclusion applies to Resolution 2 in the terms set out in the Notice.

2.2 Directors' Recommendation

All the Directors recommend Shareholders vote in favour of Resolution 2.

RESOLUTION 3 ISSUE OF SHARES TO SOPHISTICATED INVESTORS

As announced to the market on 23 June 2017, the Company has firm commitments to raise \$24,072,432 via the issue of 30,090,540 shares at \$0.80.

The Company proposes issuing 16,281,608 Shares to sophisticated investors at an issue price of \$0.80 per share, under the exceptions provided in section 708 of the Corporations Act.

The Company is seeking to raise \$13,025,286 to further accelerate its conversion of strong demand opportunities in its global client pipeline. In particular, the Company expects nearly all capital expenditure to be directly correlated to client on-boarding going forward and expansion into additional sectors and geographies. This includes but is not limited to the hiring of key product and program management staff to be based in key strategic geographic locations where the Company is well-positioned to continue to grow its client base; new compliance requirements in several new sectors that require unique parameters such as but not limited to Health Care, Defense, Manufacturing and others; client onboarding costs and IT/Systems infrastructure scaling spend.

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue, or agree to issue, during any 12 month period any Equity Security if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period.

Under this Resolution, the Company seeks from Shareholders approval for the issue of securities set out below so as to limit the restrictive effect of Listing Rule 7.1 on the issue of securities by the Company in the next 12 months.

Listing Rule 7.3 requires the following specific information to be provided in respect to the Shares:

- (a) The number of Shares to be issued is 16,281,608.
- (b) The Shares will be issued no later than 3 months after the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and will be issued in full (not progressively).
- (c) The issue price of the Shares is \$0.80 per Share.
- (d) The Shares will be ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
- (e) The Shares will be issued to sophisticated investors (who are not related parties of the Company).
- (f) The Company will raise approximately \$13,025,286 through this issue of Shares (before costs) and will use the funds as described above.

A voting exclusion applies to Resolution 3 in the terms set out in the Notice of Meeting.

The Board unanimously recommends that Shareholders vote in favour of Resolution 3.

RESOLUTION 4 APPROVAL OF THE "GETSWIFT EMPLOYEE AND EXECUTIVE OWNERSHIP PLAN" FOR THE PURPOSE OF LISTING RULE 7.2 EXCEPTION 9

4.1 Background

Resolution 4 seeks Shareholder approval of the "GetSwift Employee and Executive Ownership Plan" for the purpose of ASX Listing Rule 7.2, Exception 9.

Listing Rule 7.1 allows the Company to issue a maximum of 15% ("15% Limit") of the number of Equity Securities on issue in any 12 month period without requiring Shareholder approval. Listing Rule 7.1 does not apply in certain circumstances (set out in Listing Rule 7.2), allowing certain issues of Equity Securities to be excluded from the calculation of the 15% Limit.

An exception to Listing Rule 7.1 is set out in Exception 9(b) of Listing Rule 7.2 – an issue under an "employee incentive plan" if, within 3 years before the date of issue of securities, Shareholders approve the issue of securities under the "employee incentive plan" as an exception to Listing Rule 7.1.

For the purposes of the Listing Rules an "employee incentive scheme" must be a scheme for the issue or acquisition of Equity Securities in the Company to be held by, or for the benefit of, participating employees or non-executive directors of the Company or a related entity.

This resolution proposes that Shareholders approve the issue of any Awards to be made under the GetSwift Employee and Executive Ownership Plan within 3 years after the date of the meeting (at which this resolution is proposed), so that such issue will be excluded from the application of Listing Rule 7.1.

In accordance with the requirements of Exception 9(b) of Listing Rule 7.2, the Company provides the following information:

- (a) The terms of the “GetSwift Employee and Executive Ownership Plan” are set out in Annexure 3.
- (b) The “GetSwift Employee and Executive Ownership Plan” has not been previously approved by Shareholders for the purpose of ASX Listing Rule 7.2, Exception 9. No Awards have been issued under the Plan.
- (c) A voting exclusion statement for the Resolution is included in the Notice of General Meeting.

4.2 Directors’ Recommendation

The Directors make no recommendation to Shareholders how to vote in favour of Resolution 4.

4.3 Voting Exclusion

Under Listing Rule 14.11 the Company will disregard any votes cast (in any capacity) on Resolution 4 by or on behalf of any of the following persons:

- (a) a director of the Company who is eligible to participate in the Ownership Plan; or
- (b) an associate of that person.

However, under Listing Rule 14.11 a person described above may cast a vote on this Resolution if:

- (a) it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or
- (b) it is cast by a person chairing the meeting as proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

RESOLUTIONS 5, 6, 7 & 8 – APPROVAL FOR GRANT OF OPTIONS TO DIRECTORS

The Company proposes to grant separate tranches of Options to each of Mr Hunter, Mr Macdonald Ms Gordon and Mr Eagle (or their respective nominee). The Company proposes to grant the Options to those Directors as an incentive for continual performance in pursuing the Company’s strategic objectives.

Terms of Grant of Options

The terms of each tranche of Options are set out below:

Tranche	Description
T1 Options	These Options will vest equally over 36 months and exercisable at \$0.80 per option and expiring 4 years after grant.
T2 Options	These Options will vest equally over 36 months and exercisable at \$1.00 per option and expiring 4 years after grant.
T3 Options	These Options will vest equally over 36 months and exercisable at \$1.20 per option and expiring 4 years after grant.

The following table sets out the number of Options that are proposed to be issued to each of Messrs Hunter, Macdonald, Gordon and Eagle (or their respective nominee):

Director	Number of Options
Mr Bane Hunter	1,666,667 T1 Options 1,666,667 T2 Options 1,666,666 T3 Options
Mr Joel Macdonald	333,334 T1 Options 333,333 T2 Options 333,333 T3 Options
Ms Jamila Gordon	333,334 T1 Options 333,333 T2 Options 333,333 T3 Options
Mr Brett Eagle	333,334 T1 Options 333,333 T2 Options 333,333 T3 Options

The full terms of grant of the Options are set out in **Annexure 2**. Key conditions of the terms of issue include:

- (1) The Options will be granted for free.
- (2) If the Director elects to resign as a Director and such person does not otherwise continue to be engaged by the Company or its affiliates, then all unvested Options automatically lapse on the date of resignation.
- (3) If the Director's office as Director is terminated and such person does not otherwise continue to be engaged by the Company or its affiliates, then the unvested Options lapse immediately upon the date of termination.

Listing Rules approvals required

Shareholder approval is required under Listing Rule 10.11 which permits a Director to be issued new Equity Securities of the Company if Shareholder approval is obtained.

Further, Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue, or agree to issue, during any 12 month period any Equity Securities, or other securities with rights to conversion to equity (such as Options), if the number of those securities exceeds 15% of the number of ordinary securities on issue at the commencement of that 12 month period. Options issued under Resolutions 5, 6, 7 and 8 would fall within an exception. If approval is given under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

One of the effects of approval of Resolutions 5, 6, 7 and 8 will be to allow the Company to grant the Options proposed to be granted to Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle without using the Company's 15% placement capacity.

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in respect of the Options the subject of Resolutions 5, 6, 7 and 8:

- (a) The number of Options to be granted to:
 - (i) Mr Bane Hunter (or his nominee) is 1,666,667 T1 Options, 1,666,667 T2 Options and 1,666,666 T3 Options ;
 - (ii) Mr Joel Macdonald (or his nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options; and
 - (iii) Ms Jamila Gordon (or her nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options; and
 - (iv) Mr Brett Eagle (or his nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options.
- (b) The Options will be granted to each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle (or their respective nominee) no later than 1 month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (c) The issue price for the Options will be nil, and the issue price for the issue of the Shares under the Options will be \$0.80 T1 Options, \$1.00 T2 Options and \$1.20 T3 Options.
- (d) The recipient of the Options will be each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle (or their respective nominee).
- (e) The Options will be granted to each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle (or their respective nominee) on the terms of issue set out in **Annexure 2** and the Shares issued upon vesting will be fully paid ordinary shares in the capital of the Company issued on the same terms as the Company's existing Shares.
- (f) No funds will be raised by the grant of the Options, however on exercise of the options a total of \$8,000,000 will be raised (before costs).

- (g) A voting exclusion statement for each of Resolutions 5, 6, 7 and 8 is included in the Notice.

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits the Company from giving a financial benefit to a related party of the Company unless either:

- (a) the giving of the financial benefit falls within one of the nominated exceptions to the provisions; or
- (b) prior Shareholder approval is obtained to the giving of the financial benefit.

For the purposes of Chapter 2E of the Corporations Act, each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle (and their respective nominee) is a related party and the grant of the Options to them constitutes the giving of a financial benefit.

Accordingly, Shareholder approval is required.

In accordance with the requirements of Chapter 2E of the Corporations Act, and in particular, section 219 of the Corporations Act, the following information is provided to Shareholders:

(a) The related party to whom the proposed resolutions would permit the financial benefit to be given

The related party to whom the proposed Resolutions would permit the financial benefit to be given, are each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle (each being a Director), or their respective nominee.

(b) The nature of the financial benefit

The nature of the financial benefit to be given is the grant to:

- (i) Mr Bane Hunter (or his nominee) is 1,666,667 T1 Options, 1,666,667 T2 Options and 1,666,666 T3 Options with a nil issue price ;
- (ii) Mr Joel Macdonald (or his nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options with a nil issue price ; and
- (iii) Ms Jamila Gordon (or her nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options with a nil issue price; and
- (iv) Mr Brett Eagle (or his nominee) is 333,334 T1 Options, 333,333 T2 Options and 333,333 T3 Options with a nil issue price.

No funds will be raised by the grant of the Options, however on exercise of the options a total of \$8,000,000 will be raised (before costs).

(c) Reasons for the specific number of Options

The Company proposes to grant the Options to the Directors as the as an incentive for continual performance in pursuing the Company's strategic objectives.

The specific number of Options for Mr Hunter was chosen by the Board (other than Mr Hunter) as an appropriate number in order to retain a person of Mr Hunter's skills and experience, and to provide a realistic and

meaningful incentive to Mr Hunter. The vesting conditions of the Options were chosen by the Board (other than Mr Hunter) as being appropriate for the same reasons.

The specific number of Options for Mr Macdonald was chosen by the Board (other than Mr Macdonald) as an appropriate number in order to retain a person of Mr Macdonald's skills and experience, and to provide a realistic and meaningful incentive to Mr Macdonald. The vesting conditions of the Options were chosen by the Board (other than Mr Macdonald) as being appropriate for the same reasons.

The specific number of Options for Ms Gordon was chosen by the Board (other than Ms Gordon) as an appropriate number in order to retain a person of Ms Gordon's skills and experience, and to provide a realistic and meaningful incentive to Ms Gordon. The vesting conditions of the Options were chosen by the Board (other than Ms Gordon) as being appropriate for the same reasons.

The specific number of Options for Mr Eagle was chosen by the Board (other than Mr Eagle) as an appropriate number in order to retain a person of Mr Eagle's skills and experience, and to provide a realistic and meaningful incentive to Mr Eagle. The vesting conditions of the Options were chosen by the Board (other than Mr Eagle) as being appropriate for the same reasons.

The grant of Options to each of Messrs Hunter, Macdonald, Gordon and Eagle (or their respective nominee) is a more cost effective way for the Company to remunerate those Directors at a time when the Company wishes to minimise cash expenditure.

(d) Directors' recommendation

Mr Hunter has a material personal interest in Resolution 5 and therefore believes it inappropriate to make a recommendation. The other Directors each recommend the grant of Options to Mr Hunter as set out in the Explanatory Statement for the reasons set out above.

Mr Macdonald has a material personal interest in Resolution 6 and therefore believes it inappropriate to make a recommendation. The other Directors each recommend the grant of Options to Mr Macdonald as set out in the Explanatory Statement for the reasons set out above.

Ms Gordon has a material personal interest in Resolution 7 and therefore believes it inappropriate to make a recommendation. The other Directors each recommend the grant of Options to Ms Gordon as set out in the Explanatory Statement for the reasons set out above.

Mr Eagle has a material personal interest in Resolution 8 and therefore believes it inappropriate to make a recommendation. The other Directors each recommend the grant of Options to Mr Eagle as set out in the Explanatory Statement for the reasons set out above.

(e) Dilution

As at the date of the Notice, the capital structure of the Company is as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	12,500,000

If Shareholders approve Resolutions 5 only, then the issued capital of the Company would be as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	17,500,000

If Shareholders approve Resolutions 6 only, then the issued capital of the Company would be as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	13,500,000

If Shareholders approve Resolutions 7 only, then the issued capital of the Company would be as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	13,500,000

If Shareholders approve Resolutions 8 only, then the issued capital of the Company would be as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	13,500,000

If Shareholders approve Resolutions 5, 6, 7 and 8, then the issued capital of the Company would be as follows:

Capital	Number
Ordinary Shares	139,205,278
Performance Rights	33,750,000
Unquoted Options	20,500,000

If the Options granted to any of Mr Hunter, Mr Macdonald, Ms Gordon or Mr Eagle vest and the Shares are issued, then dilution of existing Shareholders will occur.

If all of the Options granted to Mr Hunter vest and the Shares are issued, the effect will be to dilute the shareholding of existing Shareholders by approximately 3.83%, based on the existing number of Shares on issue as at the date of the Notice.

If all of the Options granted to Mr Macdonald vest and the Shares are issued, the effect will be to dilute the shareholding of existing Shareholders by approximately 0.79%, based on the existing number of Shares on issue as at the date of the Notice.

If all of the Options granted to Ms Gordon vest and the Shares are issued, the effect will be to dilute the shareholding of existing Shareholders by approximately 0.79%, based on the existing number of Shares on issue as at the date of the Notice.

If all of the Options granted to Mr Eagle vest and the Shares are issued, the effect will be to dilute the shareholding of existing Shareholders by approximately 0.79%, based on the existing number of Shares on issue as at the date of the Notice.

(f) Total remuneration package

Details of each Directors' remuneration for the financial year ended 30 June 2017 is as follows:

Name	Salary and fees	Other short term employee benefits	Super-annuation	Share based payments	Total
Bane Hunter	\$240,000	Nil	Nil	Nil	\$240,000
Joel Macdonald	\$250,000	Nil	Nil	Nil	\$250,000
Jamila Gordon	\$96,000	Nil	Statutory Rate	Nil	\$96,000
Brett Eagle	\$24,000	Nil	Statutory Rate	Nil	\$24,000

(g) Existing relevant interest

As at the date of the Notice of Meeting, the Directors hold the following securities in the Company (representing approximately 32.49% of the issued capital of the Company on a fully diluted basis):

Recipient Officer	Number of Shares held directly	Number of Shares held indirectly	Number of Performance Rights held directly	Number of Options held directly	Number of Options held indirectly
Bane Hunter	6,714,554	Nil	14,817,073	Nil	Nil
Joel McDonald	32,583,618	Nil	14,817,073	Nil	Nil
Jamila Gordon	Nil	Nil	1,646,341	Nil	Nil
Brett Eagle	1,646,341	Nil	1,646,341	Nil	Nil

Mr Hunter has an interest in the outcome of Resolution 5 in that he will receive Options if the Resolution is passed. The other Directors do not have an interest in the outcome of Resolution 5.

Mr Macdonald has an interest in the outcome of Resolution 6 in that he will receive Options if the Resolution is passed. The other Directors do not have an interest in the outcome of Resolution 6.

Ms Gordon has an interest in the outcome of Resolution 7 in that he will receive Options if the Resolution is passed. The other Directors do not have an interest in the outcome of Resolution 7.

Mr Eagle has an interest in the outcome of Resolution 8 in that he will receive Options if the Resolution is passed. The other Directors do not have an interest in the outcome of Resolution 8.

(h) Trading History

During the last 12 months before the date of lodgement of the Notice with ASIC, the highest ASX trading price of the Shares was \$1.035 on 26 June 2017 and the lowest ASX trading price of the Shares was \$0.24 on 9 December 2017.

The latest available market sale price of the Company's Shares on the ASX immediately prior to the date of the Notice of Meeting was \$0.895 on 28 June 2017.

(i) Valuation of Options

The Options are based on market performance and accordingly, a discount is applied to those Options under the Black & Scholes valuation methodology.

An indicative valuation for the Options, as at 16 June 2017 (and using a price per Share of \$0.795) has been calculated in accordance with the principles of AASB 2 and based on certain assumptions and has been determined to be as follows:

The valuation took into account the following matters:

- (i) The value of the underlying Share price of \$0.795 as at the valuation date.
- (ii) The exercise or strike price of \$0.80 for T1 Options, \$1.00 for T2 Options and \$1.20 for T3 Options.
- (iii) Expiry of 48 months.
- (iv) The volatility of 100%
- (v) The risk free rate of 2.25%
- (vi) The expected dividend yield is 0%.
- (vii) 20% discount as the options are unlisted, are subject to forfeiture and otherwise illiquid.

An indicative valuation for the T1 Options, T2 Options, T3 Options, as at 20 June 2017 has been calculated in accordance with the principles of AASB 2 and based on certain assumptions and has been determined to be as follows:

Options	Value per Option
T1 Option	\$1,179,734
T2 Option	\$1,120,000
T3 Option	\$1,068,799

Based on the above valuation, the total value of the Options to be granted to each of Messrs Hunter, Macdonald, Gordon and Eagle (or their respective nominee) is as follows:

Director	Value of Options to be granted
Mr Bane Hunter	\$2,105,333
Mr Joel Macdonald	\$421,067
Ms Jamila Gordon	\$421,067
Mr Brett Eagle	\$421,067

Benefit Provided Upon Termination and Sections 200B and 200E of the Corporations Act

Section 200B of the Corporations Act prevents a company from giving a benefit to a director in connection with the director's retirement or removal unless the company's shareholders approve the benefit under Section 200E of the Corporations Act or the benefit falls within certain exceptions set out in the Corporations Act.

Shareholder approval is sought for the condition of the Options to be granted to each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle that if their office as a Director is terminated, or they are removed or retrenched from office and are no

longer otherwise engaged by the Company or its affiliates, then the unvested Options held by them lapse upon the date of termination, unless otherwise determined by the board. The money value of the benefit to each of Mr Hunter, Mr Macdonald, Ms Gordon and Mr Eagle would depend on the value of the underlying Shares at the date of termination. The manner in which the value of the benefit is to be calculated is the number of Shares issued upon the vesting of the relevant Options multiplied by their market value at the time of termination.

ENQUIRIES

Shareholders are invited to contact the Company Secretary, Scott Mison on 0410 594 349 if they have any queries in respect of the matters set out in these documents.

GLOSSARY

"**ASX**" means ASX Limited ACN 008 624 691 or the Australian Securities Exchange as the context requires.

"**Award**" means a grant under the Plan of Options, Restricted Shares or other equity or quasi-equity incentives (eg stock appreciation rights/contracts for difference) as determined from time to time by the Board.

"**Board**" means the board of Directors.

"**Chairman**" means the person appointed to chair the Meeting.

"**Company**" or "**GetSwift**" means GetSwift Limited ACN 604 611 556.

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

"**Director**" means a director of the Company.

"**Equity Securities**" has the same meaning as in the Listing Rules.

"**Sophisticated Investors**" has the meaning given in the Explanatory Statement for Resolution 2.

"**Explanatory Statement**" means the explanatory statement to the Notice.

"**Listing Rules**" means the Listing Rules of ASX.

"**Meeting**" or "**General Meeting**" is the meeting of the Shareholders convened for the purposes of considering the Resolutions contained in the Notice.

"**Notice**", "**Notice of Meeting**" or "**Notice of General Meeting**" means the Notice of Extraordinary General Meeting which accompanies this Explanatory Statement.

"**Option**" means an option to subscribe for one Share.

"**Resolution**" means a resolution contained in the Notice.

"**Shareholder**" means the holder of Shares.

"**Share**" means a fully paid ordinary share in the Company.

"**EST**" means Australian Eastern Standard Time.

Annexure 1 – Terms and Conditions of Options

1. **Vesting:** There are no vesting conditions in relation to the options.
2. **Right to Subscribe:** Each option gives the option holder (“**Holder**”) the right to subscribe for one fully paid, ordinary share in GetSwift Limited (“**Company**”), in accordance with these terms of issue.
3. **Exercise Price:** The exercise price payable upon exercise of each option is \$0.70 (“**Exercise Price**”).
4. **Expiry Date:** Each option automatically lapses at 5pm Sydney time 2 years after the date the Options are issued (“**Expiry Date**”).
5. **Exercise Period:** Each option may be exercised at any time during the period commencing on the date of issue of the option and ending on the Expiry Date (“**Exercise Period**”).
6. **Method of Exercise:** Options may be exercised by lodging with the Company during the Exercise Period:
 - (a) a duly signed written notice of exercise, in the format specified by the Company from time to time, specifying the number of options which are being exercised (“**Exercise Notice**”); and
 - (b) a cheque for the Exercise Price for the options being exercised (or a telegraphic transfer of cleared funds or a direct credit of cleared funds to the Company); and
 - (c) the certificate of the options being exercised, for cancellation by the Company.

An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price for the options being exercised in cleared funds.
7. **Takeovers Warranty:** Delivery of the Exercise Notice will constitute a warranty from the Holder to the Company that the issue of shares upon exercise of the options will not result in a breach of the takeovers provisions in the *Corporations Act 2001* (Cth) in relation to the Company.
8. **Issue of Shares:** Within 5 business days after receipt of a valid Exercise Notice accompanied by full payment of the Exercise Price and the option certificate, the Company will:
 - (a) issue the number of shares specified in the Exercise Notice;
 - (b) cancel the certificate for the options being exercised and update the option register accordingly; and
 - (c) if applicable, issue a new option certificate for any unexercised options.

9. **Ranking:** All shares issued upon the exercise of option will rank *pari passu* in all respects with other ordinary shares of the Company from the date of issue.
10. **Transfer of Options:** The options may be transferred if the Holder (as transferor) and the transferee duly execute a transfer form in the format approved by the Company from time to time. The transfer is not effective until the Company processes the transfer, updates the options register and issues a new option certificate to the new registered holder.
11. **No Rights to Participate in New Issues:** The Holder has no right or entitlement, without exercising the option, to participate in new issues of shares offered to the Company's shareholders during the Exercise Period, whether by way of rights issue, bonus issue or other pro-rata offer of shares to shareholders. However, the Company will ensure that for the purposes of determining entitlements to any such offer or issue, the record date will be a date at least 5 business days after the offer or issue is announced by the Company.
12. **Impact of Bonus Issue:** If the Company makes a "bonus issue" (as defined in the Listing Rules) before the expiry date then upon exercise of an option the Holder is entitled to have issued to it additional shares, in accordance with the requirements of Listing Rule 6.22.3 (or its replacement or successor).
13. **No Rights to Participate in Dividends:** The Holder has no right or entitlement to participate in Company's dividends.
14. **Capital reconstruction:** If there is a reorganisation of the issued capital of the Company before the Expiry Date then the number of options to which a Holder is entitled, or the Exercise Price (or both) will be reconstructed (as appropriate) in accordance with Listing Rule 7.22 (or its replacement or successor). The rights of the Holder under the terms of issue may be amended to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.
15. **No other rights:** The Holder has no rights or entitlements in addition to those set out above to a change in the Exercise Price, or a change to the number of shares over which the option can be exercised.
16. **Legal representatives:** The terms of issue are binding on the personal and legal representatives of the Holder.
17. **Quotation:** The options are unlisted and quotation of the options will not be sought.
18. If the Director elects to resign as a Director and such person does not otherwise continue to be engaged by the Company or its affiliates, then all unvested Options automatically lapse on the date of resignation, unless otherwise determined by the board.

19. If the Director's office as Director is terminated and such person does not otherwise continue to be engaged by the Company or its affiliates, then the unvested Options lapse immediately upon the date of termination, unless otherwise determined by the board.

Annexure 2 – Terms and Conditions of Options

1. **Vesting:** The options will vest in equally monthly instalments over 36 months. All of the options vest immediately in the event of a change of control of the Company.
2. **Right to Subscribe:** Each option gives the option holder (“**Holder**”) the right to subscribe for one fully paid, ordinary share in GetSwift Limited (“**Company**”), in accordance with these terms of issue.
3. **Exercise Price:** The exercise price payable upon exercise of each option is \$0.80 for T1 Options, \$1.00 for T2 Options and \$1.20 for T3 Options (“**Exercise Price**”).
4. **Expiry Date:** Each option automatically lapses at 5pm Sydney time 4 years after the date the Options are issued (“**Expiry Date**”).
5. **Exercise Period:** Each option that has vested may be exercised at any time during the period commencing on the date of issue of the option and ending on the Expiry Date (“**Exercise Period**”).
6. **Method of Exercise:** Options may be exercised by lodging with the Company during the Exercise Period:
 - (a) a duly signed written notice of exercise, in the format specified by the Company from time to time, specifying the number of options which are being exercised (“**Exercise Notice**”); and
 - (b) a cheque for the Exercise Price for the options being exercised (or a telegraphic transfer of cleared funds or a direct credit of cleared funds to the Company or any other method of providing the Exercise Price that is acceptable to the Company); and
 - (c) the certificate of the options being exercised, for cancellation by the Company.

An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price for the options being exercised in cleared funds.

7. **Takeovers Warranty:** Delivery of the Exercise Notice will constitute a warranty from the Holder to the Company that the issue of shares upon exercise of the options will not result in a breach of the takeovers provisions in the *Corporations Act 2001* (Cth) in relation to the Company.
8. **Issue of Shares:** Within 5 business days after receipt of a valid Exercise Notice accompanied by full payment of the Exercise Price and the option certificate, the Company will:
 - (a) issue the number of shares specified in the Exercise Notice;

- (b) cancel the certificate for the options being exercised and update the option register accordingly; and
 - (c) if applicable, issue a new option certificate for any unexercised options.
- 9. **Ranking:** All shares issued upon the exercise of option will rank *pari passu* in all respects with other ordinary shares of the Company from the date of issue.
- 10. **Transfer of Options:** The options may be transferred if the Holder (as transferor) and the transferee duly execute a transfer form in the format approved by the Company from time to time. The transfer is not effective until the Company processes the transfer, updates the options register and issues a new option certificate to the new registered holder.
- 11. **No Rights to Participate in New Issues:** The Holder has no right or entitlement, without exercising the option, to participate in new issues of shares offered to the Company's shareholders during the Exercise Period, whether by way of rights issue, bonus issue or other pro-rata offer of shares to shareholders. However, the Company will ensure that for the purposes of determining entitlements to any such offer or issue, the record date will be a date at least 5 business days after the offer or issue is announced by the Company.
- 12. **Impact of Bonus Issue:** If the Company makes a "bonus issue" (as defined in the Listing Rules) before the expiry date then upon exercise of an option the Holder is entitled to have issued to it additional shares, in accordance with the requirements of Listing Rule 6.22.3 (or its replacement or successor).
- 13. **No Rights to Participate in Dividends:** The Holder has no right or entitlement to participate in Company's dividends.
- 14. **Capital reconstruction:** If there is a reorganisation of the issued capital of the Company before the Expiry Date then the number of options to which a Holder is entitled, or the Exercise Price (or both) will be reconstructed (as appropriate) in accordance with Listing Rule 7.22 (or its replacement or successor). The rights of the Holder under the terms of issue may be amended to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.
- 15. **No other rights:** The Holder has no rights or entitlements in addition to those set out above to a change in the Exercise Price, or a change to the number of shares over which the option can be exercised.
- 16. **Legal representatives:** The terms of issue are binding on the personal and legal representatives of the Holder.
- 17. **Quotation:** The options are unlisted and quotation of the options will not be sought.

GetSwift Ltd

(ACN: 604 611 556)

Employee & Executive Share Ownership Plan

Plan Rules

2017

1 Name of Plan

This Plan shall be called the GetSwift Employee & Executive Share Ownership Plan.

2 Definitions and Interpretation

(a) Definitions

In these Rules unless the context otherwise requires:

“**Award**” means a grant under the Plan of Options, Restricted Shares or other equity or quasi-equity incentives (eg incentive rights) as determined from time to time by the Board.

“**Associates**” has the meaning defined in the Corporations Act.

“**ASIC**” means the Australian Securities and Investments Commission.

“**ASX**” means ASX Limited (ACN: 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

“**Board**” means the board of directors of GetSwift Limited.

“**Cause**” means being convicted of a criminal offense, stealing any funds or other property of the Company, willfully or recklessly damaging or causing the loss of any property of the Company, or committing fraud, falsifying any Company records or other documents.

“**Change of Control**” means

- (i) the acquisition by any person or entity (together with his, her or its Associates, if applicable) of a relevant interest in at least a majority of all issued Shares;
- (ii) the merger or consolidation of GetSwift as a result of which persons or entities who were shareholders of GetSwift immediately prior to such merger or consolidation do not, immediately thereafter, own, directly or indirectly, a majority of the combined voting power entitled to vote generally in the election of directors of the merged or consolidated company; or
- (iii) a transaction as a result of which a person (alone or together with its Associates) being able to control the appointment of a majority of the Board.

“**Committee**” means the remuneration committee or such other committee as may be appointed by the Board for the purposes of the Plan, or if no such committee is appointed, the Board acting in such capacity.

“**Condition**” means any condition determined by the Board and set out in the terms of issue specified in accordance with Rule 5(d).

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

“**Eligible Offeree**” means an employee, manager, director, contractor or consultant of GetSwift or its subsidiaries or affiliates, or other offeree who is declared by the Board to be an Eligible Offeree for the purposes of the Plan.

“Exercise Price” means the price calculated in accordance with Rule 15.

“GetSwift” or **“Company”** means GetSwift Limited, ACN: 604 611 556

“Insolvency” means the commencement of reorganisation, winding up or dissolution of a company or the appointment of a voluntary administrator, custodian, trustee, receiver, manager or similar insolvency administrator for a company or any substantial part of its assets, under any law in relation to bankruptcy, insolvency or the relief of debtors.

“Issue Date” means the date on which an Award is issued.

“Last Exercise Date” The latest date prior to which Options or other relevant Awards may be exercised, which shall be no more than 15 years from the date such Options or other relevant Awards were granted unless otherwise specified by the Board.

“Liquidity Event” means an occurrence of a (i) Change of Control, (ii) an order being made for the winding up or dissolution of the Company; (iii) a resolution being passed to effect the voluntary or involuntary winding up of the Company; (iv) return of capital of any amount representing all or substantially all of the assets of the Company, or (v) the Company being otherwise wound up, deregistered, dissolved or liquidated.

“Listing Rules” means the Listing Rules of the ASX or any other securities exchange or automated quotation system as they may apply to GetSwift.

“Market Value” means:

- (i) the weighted average closing sale price of the Shares recorded on the ASX over the 10 trading days immediately preceding the day on which the Board resolves to offer an Award;
- (ii) in circumstances where there has been no trading in the Shares during the 10 trading days immediately preceding the day on which the Board resolves to offer an Award, the last sale price recorded on the ASX; or
- (iii) as otherwise determined by the Board.

“Notice of Exercise” means the notice of exercise in the form required by the Board or the Committee from time to time.

“Option” means an option, acquired as a result of the acceptance of a Plan Invitation, to acquire a GetSwift Share.

“Participant” means a person who accepts a Plan Invitation and participates in the Plan, and includes a person registered as the holder of an Award.

“Performance Hurdles” has the meaning given to it in Rule 5(e).

“Performance Period” has the meaning given to it in Rule 5(e).

“Plan” means the GetSwift Employee & Executive Share Ownership Plan, as constituted by these Rules.

“Plan Application” means the documentation to be filled out by an Eligible Offeree pursuant to his, her or its acceptance of the Plan Invitation.

“Plan Invitation” means the offer to participate in the Plan in accordance with Rule 5 issued to an Eligible Offeree or a Related Body Corporate at the direction of the Board.

“Relative” means any spouse, parent, child, brother or sister of an Eligible Offeree.

“Related Body Corporate” means a body corporate controlled by an Eligible Offeree or a Relative.

“Restricted Share” means GetSwift Shares acquired as a result of the acceptance of a Plan Invitation.

“Restriction Period” means a period of time beginning on the date of each award of Restricted Shares and ending on the Vesting Date with respect to such award.

“Rules” mean these Rules, as amended from time to time.

“Service Conditions” has the meaning given to it in Rule 5(e).

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

“Vesting Date” with respect to any Award awarded hereunder means the date on which the Award ceases to be subject to a risk of forfeiture, as designated in or determined in accordance with the Plan Invitation.

(b) Interpretation

In these Rules unless the context otherwise requires:

- (i) The singular includes the plural and conversely.
- (ii) A gender includes all genders.
- (iii) A reference to a business day is a reference to a day (other than a Saturday) on which trading banks in Sydney generally are open for business.
- (iv) A reference to legislation or to the Listing Rules, or to a provision of legislation or to a particular Listing Rule, is a reference to the legislation, Listing Rule or provision as amended or substituted from time to time.
- (v) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (vi) Any calculations or adjustments which are required to be made by the Board or any Committee, in connection with this Plan will, in the absence of manifest error, be final and conclusive and binding on all Eligible Offerees and Participants. Where these Rules provide for a determination, decision, declaration or approval of the Board or any Committee, such determination, decision, declaration or approval may be made or given by the body in its absolute discretion.
- (vii) Any power or discretion which is conferred on the Board by these Rules may be exercised by the Board in the interests, or for the benefit, of the Company and the Board is not under any fiduciary or other obligation to any other person.

3 Establishment, termination and operation of the Plan

- (a) The Board may establish and administer the Plan in accordance with the terms and conditions set out in these Rules and otherwise as it determines from time to time in its absolute discretion.
- (b) The Board may terminate the Plan, or suspend its operation for any period it considers desirable, at any time that it considers appropriate.
- (c) The Board may not issue any further Awards under the Plan, after the Plan has been terminated. However, these Rules will continue to apply to Awards on issue at the date of such termination until the last of those Awards lapses or is exercised.
- (d) The Board must ensure that the Plan is at all times operated in accordance with the requirements of the Listing Rules and the Corporations Act, including without limitation:
 - (i) Listing Rules Chapter 7 and the 15% placement capacity unless the Plan has been approved by shareholders and that shareholder approval has not expired;
 - (ii) Listing Rule 10.1 and the issue of (or the agreement to issue) equity securities to a related party unless the Plan has been approved by shareholders under Listing Rule 10.14 together with 10.15 and 10.15A; and
 - (iii) To the extent Listing Rule 7.2 Exception 9 and/or Listing Rule 10.14 is being relied upon by the Company, the Plan and its operation must comply with the definition of “Employee Incentive Scheme” in Chapter 19 of the Listing Rules, being a scheme for the issue or acquisition of equity securities in the entity to be held by, or for the benefit of, participating employees or other persons as permitted, or a scheme which in ASX’s opinion is an employee incentive scheme.
- (e) The Board must not invite an Eligible Offeree to participate in the Plan, nor offer or issue Awards to an Eligible Offeree, unless:
 - (i) The invitation or offer complies with Chapter 6D of the Corporations Act and the Company issues a Prospectus for the invitation or offer; or
 - (ii) The invitation or offer does not need disclosure to investors under Chapter 6D because of an exemption under the Corporations Act (including pursuant to ASIC Class Order 14/1000), such as an offer to a “senior manager” as defined in Section 9 of the Corporations Act, an offer which complies with Section 708(8) (sophisticated investors) of the Corporations Act or an offer which complies with Section 708(1) to (7) (20 issues or less in 12 months with personal offers raising no more than \$2 million).

4 Purpose of the Plan

- (a) The Plan is established by GetSwift to provide employees, officers and directors and other persons who provide services to GetSwift and its subsidiaries and affiliates with a means of receiving Shares or options to subscribe for Shares or other Awards under this Plan. This in turn is intended to assist GetSwift to attract persons of experience and ability to employment or engagement with GetSwift and foster and promote loyalty between GetSwift and its staff.

- (b) The intention is to give Participants the opportunity to share in the future growth and profitability of GetSwift by aligning their interests with that of shareholders, as well as providing a greater incentive for Participants to have a greater involvement with, and to focus on the longer term goals of GetSwift.

5 Offers

- (a) Subject to the limits in Rule 6 and the Corporations Act, the Board may make offers from time to time to Eligible Offerees to participate in the Plan on the terms and conditions set out in these Rules. Prior to making any such offer the Board will consider such matters as it deems relevant, which may include without limitation:
 - (i) the seniority of the relevant Eligible Offeree and the position the Eligible Offeree occupies within the Company;
 - (ii) the length of service of the Eligible Offeree with the Company;
 - (iii) the record of employment or engagement of the Eligible Offeree with the Company;
 - (iv) the potential contribution of the Eligible Offeree to the growth of the Company; and
 - (v) the extent of any existing participation of the Eligible Offeree in the Plan.
- (b) The Board has absolute discretion:
 - (i) as to whom offers are made, but offers can only be made to Eligible Offerees and Related Bodies Corporate; and
 - (ii) as to the number of options to acquire Shares or the number of Restricted Shares or other Awards offered and the terms of their issue;

but if the options or Restricted Shares are to be awarded under the Plan at any time when GetSwift Shares are traded on the ASX or any other exchange or automated quotation system, such issue must be in accordance with any applicable requirements of the Listing Rules.
- (c) In addition to the foregoing, and without limiting its generality, the Board may determine the terms of the offers to be made to Eligible Offerees for a specific offer to an individual, or for a collection of offers to a group or category of individuals. In each such case the offer(s) to be made may be considered, together with these Rules as they would apply, a “plan” in itself for purposes of complying with applicable laws and regulations or for the Company’s convenience.
- (d) The Plan Invitation with respect to each offer must be in writing and specify to the extent applicable the following terms of issue of the relevant Awards:
 - (i) Vesting Date;
 - (ii) The number of Options or Restricted Shares or other Awards, as the case may be, which the Eligible Offeree or Related Body Corporate is offered;
 - (iii) The Last Exercise Date;

- (iv) The Exercise Price or other consideration payable for an Award or upon exercise of an Award, or method of calculating the Exercise Price or other such consideration;
 - (v) The closing date for the Award acceptance;
 - (vi) The applicable Conditions; and
 - (vii) Any other terms and conditions relating to the offer of Awards which in the opinion of the Board are fair and reasonable but not inconsistent with these Rules.
- (e) The terms of issue specified under Rule 5(d) may include (without limitation):
- (i) service conditions which may require an Eligible Offeree to remain in the employment of GetSwift or its subsidiary, for a certain period of time in order to be entitled to exercise the Option or to receive the Restricted Shares or other Awards, as the case may be ("**Service Conditions**");
 - (ii) conditions which set out the number or percentage of Options able to be exercised or Restricted Shares to be issued at certain time periods;
 - (iii) performance conditions which may require that the number of Options able to be exercised or Restricted Shares or other Awards to be issued, be reduced or that some or all the Options lapse in circumstances determined by the Board in its absolute discretion ("**Performance Hurdles**"); and
 - (iv) a period or periods of time at the expiration of which the Board may review the Performance Hurdles ("**Performance Period**").
- (f) The Exercise Price, or the method of calculating the Exercise Price, will be determined by the Board with regard to the Market Value of the Shares when it resolves to offer the Award.
- (g) In the event no Conditions or other vesting events are specified in the Plan Invitation the following vesting conditions apply to any Options offered under the Plan:
- (i) Options:
 - (1) only vest while the Eligible Participant remains employed with a Company group member, continues to provide consulting services to a Company group member or acts as a director of a Company group member (as applicable), and
 - (2) cease to vest for the duration of any unpaid leave of absence; where, if the unpaid leave period includes part of a month, no vesting will occur in that month.
 - (ii) Options vest:
 - (1) in respect of 25% of the Options the subject of an Offer, on the date which is 12 months after the issue date of the Options (Year 1), and
 - (2) in respect of the remaining 75% of the Options the subject of the Offer, on a monthly basis over the 3 year period after the end of Year 1 (i.e. 1/36th of the remaining Options vest at the end of each quarter following the end of Year 1).

6 Certain limits

The maximum number of Shares that may be issued to Participants under this Plan from time to time is limited to such number as:

- (a) is consistent with the constitution of the Company;
- (b) is consistent with the applicable Listing Rules;
- (c) in any event is determined by the Board from time to time in its discretion or having regard to regulatory constraints under the Corporations Act, ASIC policy or any other law applicable to the Company; and
- (d) when aggregated with all amounts applicable during the preceding 3 years, the number of Shares issued or issuable under the Plan or pursuant to an arrangement covered by or previously covered by ASIC Class Order 14/1000 or an individual instrument made by ASIC in terms similar to that class order, does not exceed 5% of the total number of Shares issued as at the time of the Offer, to the effect that the Company would otherwise not be in compliance with such class order.

7 Acceptance by participants

- (a) An Eligible Offeree or Related Body Corporate may accept an offer of an Award by:
 - (i) completing the Plan Application;
 - (ii) signing the completed Plan Application; and
 - (iii) lodging the completed and signed Plan Application with GetSwift, by the time and date specified in the Plan Invitation.
- (b) As soon as practicable after the date specified in the Plan Invitation as the closing date for applications, GetSwift will:
 - (i) issue or procure the grant by a third party of, the number of Options or Restricted Shares or other Award types applied for in the name of the Participant.
 - (ii) complete an options or share register, as the case may be, in accordance with the Corporations Act; and
 - (iii) issue or procure the issue of, an option or share certificate or holding statement, as the case may be, to the Participants.
- (c) By lodging the completed and signed Plan Application in accordance with Rule 7(a), the Participants agree to acquire the Awards and to be bound by these Rules as amended from time to time.
- (d) Notwithstanding any other provision of this Plan, a Participant has no entitlement to be granted any Awards unless and until such Awards are granted.

8 Performance Hurdles

- (a) At the end of any Performance Period, the Board will determine the outcome of any Performance Hurdles. The determination may include a determination that some or all of the Awards are immediately exercisable as a consequence of the outcome of any Performance Hurdle.
- (b) A determination made by the Board under Rule 8(a) is final unless the Board in its absolute discretion decides to revise any determination.

9 Consideration

Awards will be issued for no consideration unless otherwise determined by the Board and set out in the terms of issue specified under Rule 5(a).

10 No quotation or any stock exchange

Options will not be quoted or listed for trade on ASX or any other stock exchange.

11 Restriction on transfers

- (a) The Participants must not sell, transfer, mortgage, charge or otherwise deal with or encumber the Award, except as permitted by Rule 11(b) or with the prior approval of the Board, provided that the transferee agrees in writing to acquire the Award, to be bound by these Rules as amended from time to time as if the transferee were the Participant.
- (b) A legal personal representative of the Participant may be registered as a holder of the Participant's Awards in circumstances where the Participant has died or the Participant's estate is liable to be dealt with under the laws relating to mental health, upon the production to GetSwift, of such evidence reasonably required to establish the entitlement of the legal personal representative to be so registered.

12 Lapse or Forfeit of Awards

- (a) Subject to Rule 12(b), a Participant's Awards that require exercise or other actions for Shares to be issued, lapse or are forfeited, as the case may be on the earliest to occur of:
 - (i) the Last Exercise Date, in the case of Options or other relevant Awards;
 - (ii) if cessation of the Eligible Offeree's employment by or contract with GetSwift or the cessation of the Eligible Offeree's office as a director of GetSwift, occurs prior to the Vesting Date, on the date of that cessation;
 - (iii) unless otherwise determined by the Board or set out in the terms of issue specified under Rule 5(a), if cessation of the Eligible Offeree's employment by or contract with GetSwift or the cessation of the Eligible Offeree's office as a director of GetSwift occurs after the Vesting Date:
 - (1) if such cessation is for Cause, immediately upon such cessation; and
 - (2) if such cessation is not for Cause, upon the expiration of 12 months after the date of that cessation;

- (iv) a determination that the Options or other relevant Awards lapse or are forfeited under Rule 6 or Rule 22, as the case may be;
 - (v) a change in control of a Participant which is a Related Body Corporate of an Eligible Offeree without GetSwift's prior written consent;
 - (vi) a breach by the Participant of any obligation arising under these Rules, including any proposed transfer of its Awards other than in accordance with Rule 11; and
 - (vii) the Insolvency of GetSwift, a Participant or its Related Body Corporate.
- (b) Notwithstanding Rules 12(a)(ii) and (iii) if an Eligible Offeree ceases to be employed by or contracted with, or be a director of GetSwift by reason of the Eligible Offeree's death, permanent disablement, retirement or redundancy or resignation at a time when the relevant Participant's Options or other relevant Awards have not become exercisable the Board may determine that instead of lapsing or being forfeited upon cessation, all or any portion of these Awards will become exercisable or transferable into Shares, as the case may be, and will lapse at the time specified by the Board (which time may not be later than the time set out in Rule 12(a)(i)).

13 Change of Control & Liquidity Event

- (a) If a Change of Control of GetSwift is proposed to be made or undertaken after the date the Plan is established, upon the occurrence of a Change of Control, all Awards which have not yet vested, immediately vest and become exercisable.
- (b) The Company shall give to each holder of an outstanding exercisable Option or other relevant Award, 5 Business Days prior written notice of any Liquidity Event except:
 - (i) in those cases where the Options or other relevant Awards will continue to be exercisable for Shares in the same amount (subject to adjustment to the Exercise Price) and of the same class as the Shares into which the outstanding Options or other relevant Awards would be exercised as a result of the Change of Control; or
 - (ii) in those cases where the fair market value of the consideration distributable with respect to each Share is likely to be less than the Exercise Price or Purchase Price, as the case may be.
- (c) In addition to any other rights the Company may have, the Company may cancel any outstanding exercisable Option or other relevant Award that is not yet exercised before a Liquidity Event, without prior notice, by paying the Participant an amount equal to the fair market value of the consideration that the Participant would receive in exchange for the Shares underlying the Option or relevant Award less the Exercise Price or other consideration payable.

14 Exercise of Options

- (a) Notwithstanding any other clause of these Rules, an Option may only be exercised if:
 - (i) the Option is exercised during the period commencing on the Vesting Date and ending on the Last Exercise Date or any other date determined by the Board under Rule 12 or Rule 13;
 - (ii) the Option has not lapsed in accordance with Rule 12 or 13(c); and
 - (iii) each Condition to which the Option is subject has been satisfied.

- (b) Subject to Rule 14(a), an Option may be exercised by the Participant completing a Notice of Exercise and lodging the Notice of Exercise with GetSwift, together with:
- (i) if an option certificate was given to the Participant under Rule 5(b), an option certificate relating to a number of Options not less than the number of Options being exercised; and
 - (ii) payment of the Exercise Price in a form agreed between the Board and the Participant.
- (c) At the request of a Participant, and subject to compliance with the Corporations Act and Listing Rules, as applicable, GetSwift (in the absolute discretion of the Board) may enter into arrangements with the Participant for GetSwift to advance the Exercise Price upon such terms and conditions as the Board shall think fit.

15 Exercise Price

The Exercise Price per Option will be the amount determined by the Board and set out in the terms of issue specified under Rule 5(d) (as such amount may be adjusted in accordance with Rule 17 if applicable).

16 Overriding restrictions on issue and exercise

Despite any Rule or the terms of any Award, no Award may be offered, issued or exercised, as the case may be, if to do so would contravene the Listing Rules, the Corporations Act, the law of the jurisdiction in which GetSwift may be incorporated from time to time or any other applicable law, or the compliance with any applicable law would be in the opinion of the Board unduly onerous or impractical.

17 Adjustments under certain events

- (a) Holders of Options are not entitled to participate in any new issue of securities to existing holders of Shares unless they have become entitled to exercise their Options under the Plan and they do so before the record date for the determination of entitlements to the new issue of securities and participate as a result of being holders of Shares.
- (b) There is no right to change the Exercise Price of an Option or the number of underlying Shares over which the Option can be exercised if the Company completes a bonus issue or pro rata issue.
- (c) Subject to Rule 17(e), upon any capital reorganisation of GetSwift prior to the exercise of the then outstanding Options in accordance with Rule 14, the terms of the Options are to be reconstructed to the extent necessary to comply with any Listing Rules applying to a reorganisation of capital at the time of the reorganisation. Subject to the provisions with respect to the rounding of entitlements as sanctioned by the meeting of shareholders approving such a capital reorganisation, in all respect the terms for the exercise of Options are to remain unchanged.

- (d) Subject to the Corporations Act, the law of the jurisdiction in which GetSwift may be incorporated from time to time and the Listing Rules (where applicable), the number of Awards (or the number of GetSwift Shares issuable or transferrable upon exercise of Options or in connection with Restricted Shares awards) issued under the Plan, the Exercise Price or other consideration payable for those Options or other Awards, may be adjusted by the Board, in its sole discretion, if it determines that such an adjustment is necessary or appropriate to reflect any share dividend, share split or share combination in relation to the GetSwift Shares, any corporate restructure or any other recapitalization, merger, consolidation or exchange of shares in relation to GetSwift.

18 Taxes

- (a) Stamp duty or any similar tax which may be assessed, paid or payable in respect of any document or documents executed in connection with the Plan (other than any share transfer) is payable by GetSwift within the time prescribed by law. All other taxes payable in connection with the receipt of an Award, the vesting of such Award, the exercise as applicable and any ultimate sale of Shares will be the responsibility of the Participant.
- (b) The employer of an Eligible Offeree will have the power to withhold, or to require the Eligible Offeree to remit to it, an amount sufficient to satisfy all federal, state, local and foreign withholding tax requirements in respect of any or all of the Eligible Offeree's Awards or the Awards issued to a Related Body Corporate of that Eligible Offeree.

19 Forms

GetSwift may from time to time require the Participant to complete and return to GetSwift such other documents as may be required by law to be completed by the Participant or such other documents which GetSwift considers should, for legal or taxation reasons, be completed by the Participant.

20 Rights of Employees and Directors

The Plan does not form part of any contract of employment between GetSwift and any Eligible Offeree. It does not confer (directly or indirectly) on any Eligible Offeree any legal or equitable right whatsoever (other than as set out in these Rules) whether on termination of employment or otherwise. No Participant has any rights to compensation or damages as a result of the termination of employment or engagement, so far as those rights arise or may arise from the Participant ceasing to have rights under the Plan as a result of such termination.

21 Administration of the Plan

The Plan is administered by the Board which has power to:

- (a) determine appropriate procedures for administration of the Plan consistent with these Rules; and
- (b) resolve conclusively all questions of fact or interpretation in connection with the Plan.

The Board may delegate to the Committee, the Board's authority in respect of any or all of the matters referred to in these Rules, either generally or with respect to any specific issuance of Options or Restricted Shares. In the event of any such delegation, each reference to the Board in the relevant Rule or Rules will be deemed to be a reference to the Committee.

22 Amendments of the Rules or the Options

- (a) Subject to the Corporations Act, the law of the jurisdiction in which GetSwift may be incorporated from time to time and the Listing Rules (where applicable), the Board has the power to add to, delete or otherwise vary these Rules, but the net effect of such addition, deletions or other variations must not prejudice the rights and entitlements of Participants subsisting prior to such additions, deletions or other variations being made without their consent.
- (b) The Board may amend the terms of outstanding Options or Restricted Shares or other Awards without the consent of the relevant Participants or their permitted transferees if the Board determines that an amendment is necessary in order to comply with the requirements of the Corporations Act, the law of the jurisdiction in which GetSwift may be organized from time to time or the Listing Rules (as applicable).
- (c) Without limiting the generality of the foregoing, the Board may make any additions, variations or modifications to these Rules, in relation to the implementation of the Plan and the specific application of these Rules to Eligible Persons residing outside Australia.

23 Notice

- (a) Any notice or other communication given pursuant to these Rules must be in writing and is deemed to have been given properly if:
 - (i) delivered by hand or courier;
 - (ii) sent by post; or
 - (iii) sent by facsimile transmission or other print-out communications method (including email);and is deemed to have been served:
 - (iv) if delivered, at the time of delivery;
 - (v) if posted, 3 Business Days after the date of posting (or, in the case of notice posted to a Participant with an address outside Australia, 5 Business Days after the date of posting); and
 - (vi) if sent by facsimile transmission or other print-out communications method, 24 hours after receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error (or, in the case of email, 24 hours after the message has been sent, so long as the sender has not received a notice that the message was not delivered).

(b) Delivery, postage and print-out communications to the Participant or GetSwift must be made:

(i) in the case of GetSwift, to its registered office address; and

(ii) in the case of a Participant, to the address of the Participant according to the records of GetSwift,

or to such other address as GetSwift or the Participant may notify to the other party respectively.

24 Termination of the Plan

The Plan may be terminated at any time by resolution of the Board. The rights and entitlements of existing Participants, however, shall not be disadvantaged by such termination.

25 Governing Law

These Rules are governed by the laws of the State of New South Wales, Australia. Each Participant submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these Rules.

26 Advice

Eligible Offerees and Participants should obtain their own independent advice at their own expense on the financial, taxation and other consequences to them of or relating to their participation in the Plan.

[end]

GETSWIFT LIMITED

ACN 604 611 556

Certificate of Appointment of Corporate Representative

This is to certify that by a resolution of the Directors of:

.....

(Company),

(Insert name of company)

the Company has appointed:

.....

Insert name of corporate representative

in accordance with the provisions of section 250D of the Corporations Act 2001 (Cth), to act as the body corporate representative of that company at the Meeting of the Shareholders of GetSwift Limited to be held on 9 August 2017 and at any adjournments of that Meeting.

DATED

2017

Executed by the Company

in accordance with its constituent documents

.....
Signed by authorised representative	Signed by authorised representative
.....
Name of authorised representative (print)	Name of authorised representative (print)
.....
Position of authorised representative (print)	Position of authorised representative (print)

INSTRUCTIONS FOR COMPLETION

Under Australian law, an appointment of a body corporate representative will only be valid if the Certificate of Appointment is completed precisely and accurately. Please follow the following instructions to complete the Certificate of Appointment:

1. Insert the name of appointer company and the name or position of the appointee (e.g. "John Smith" or "each Director of the Company").
2. Execute the Certificate following the procedure required by your Constitution or other constituent documents.
3. Print the name and position (e.g. Director) of each company officer who signs this Certificate on behalf of the appointer company.
4. Insert the date of execution where indicated.
5. Send the Certificate by;
 - e-mail to the Company at scott@getswift.co; or
 - By mail Share Registry – Computershare Investor Services Pty Limited, GPO Box 242, Melbourne Victoria 3001, Australia
 - By fax 1800 783 447 (within Australia)
+61 3 9473 2555 (outside Australia)
6. or the Corporate Representative may present the original Certificate when registering attendance at the start of the Meeting.

Lodge your vote:

 **Online:**
www.investorvote.com.au

 **By Mail:**
Computershare Investor Services Pty Limited
GPO Box 242 Melbourne
Victoria 3001 Australia

Alternatively you can fax your form to
(within Australia) 1800 783 447
(outside Australia) +61 3 9473 2555

For Intermediary Online subscribers only
(custodians) www.intermediaryonline.com

For all enquiries call:
(within Australia) 1300 850 505
(outside Australia) +61 3 9415 4000

GSW
MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030



Proxy Form

XX



Vote online

- Go to www.investorvote.com.au or scan the QR Code with your mobile device.
- Follow the instructions on the secure website to vote.



Your access information that you will need to vote:

Control Number: 999999

SRN/HIN: I9999999999 PIN: 99999

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

 **For your vote to be effective it must be received by 10.00am (EST) Monday, 7 August 2017**

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

Appointment of Proxy

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

Signing Instructions for Postal Forms

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

Attending the Meeting

Bring this form to assist registration. If a representative of a corporate securityholder or proxy is to attend the meeting you will need to provide the appropriate "Certificate of Appointment of Corporate Representative" prior to admission. A form of the certificate may be obtained from Computershare or online at www.investorcentre.com under the help tab, "Printable Forms".

Comments & Questions: If you have any comments or questions for the company, please write them on a separate sheet of paper and return with this form.

**GO ONLINE TO VOTE,
or turn over to complete the form** ➔

MR SAM SAMPLE
 FLAT 123
 123 SAMPLE STREET
 THE SAMPLE HILL
 SAMPLE ESTATE
 SAMPLEVILLE VIC 3030

Change of address. If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with 'X') should advise your broker of any changes.



I 9999999999

IND

Proxy Form

Please mark to indicate your directions

STEP 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of GetSwift Limited hereby appoint

the Chairman of the Meeting **OR**

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the Meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Extraordinary General Meeting of GetSwift Limited to be held at Level 4, 60 Carrington Street, Sydney, New South Wales, Australia on Wednesday, 9 August 2017 at 10.00am (EST) and at any adjournment or postponement of that Meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 4, 5, 6, 7 and 8 (except where I/we have indicated a different voting intention below) even though Resolutions 4, 5, 6, 7 and 8 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 4, 5, 6, 7 and 8 by marking the appropriate box in step 2 below.

STEP 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1	Ratification of issue of options to the Company's Corporate Advisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Ratification of issue of Shares to sophisticated investors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Issue of Shares to sophisticated investors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Approval of the "GetSwift Employee and Executive Ownership Plan" for the purpose of Listing Rule 7.2 Exception 9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5	Approval to grant Options to Mr Bane Hunter, Chairman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 6	Approval to grant Options to Mr Joel Macdonald, Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 7	Approval to grant Options to Ms Jamila Gordon, Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 8	Approval to grant Options to Mr Brett Eagle, Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

SIGN Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director and Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

Contact Name

Contact Daytime Telephone

Date / /