

To be sent electronically

14 April 2016

Company Announcement Office  
ASX Limited  
20 Bridge Street  
Sydney NSW 2000

Dear Sir/Madam

**Substantial holder notice - Wisetech Global Limited**

On behalf of Wisetech Global Limited (**Company**) and its controlled entities, we attach a substantial holder notice, as required under section 671B of the *Corporations Act 2001* (Cth).

The Company and its controlled entities have aggregate voting power of 74.16% in the Company as a consequence of restrictions on the disposal of shares under voluntary escrow arrangements which give the Company a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act. The escrow arrangements were disclosed in the Company's prospectus that was lodged with ASIC on 17 March 2016.

The Company and its controlled entities have no rights to acquire those shares and no rights to control the voting of those shares.

Further details in respect of the escrow arrangements are disclosed in the annexures to the attached substantial holder notice.

Yours faithfully



**Stuart Byrne, Partner**  
+61 2 9353 4722  
sbyrne@claytonutz.com

Our ref 722/80159734

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme Wisetech Global Limited (Wisetech)

ACN/ARSN 065 894 724

**1. Details of substantial holder (1)**

Name Wisetech Global Limited and each of its controlled entities listed in Annexure D of the prospectus (Prospectus) in respect of Wisetech lodged with ASIC on 17 March 2016 (Controlled Entities)

ACN/ARSN (if applicable) 065 894 724

The holder became a substantial holder on

First became a substantial holder in relation to the escrow arrangements referred to in this notice on 17 March 2016 but was first required to lodge a notice after listing on ASX as a result of the issue and sale of shares in Wisetech that completed on 14 April 2016 as described in the Prospectus.

This notice describes the voting power and relevant interests of the substantial holder as at 14 April 2016 .

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	215,518,785	215,518,785	74.16%

**3. Details of relevant interests**

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Wisetech	Restrictions on the disposal of shares under the voluntary escrow arrangements that were disclosed in Prospectus give Wisetech a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act. Wisetech has no right to acquire these shares or to control the voting rights attaching to these shares.  Annexure A contains a summary of the relevant escrow arrangements and Annexures B and C contain pro forma versions of the relevant escrow deeds referred to in that summary.	215,518,785 fully paid ordinary shares
Each of the Controlled Entities	Has a relevant interest in the same securities under s608(3)(a) because they are each an associate of Realwise Holdings Pty Ltd and therefore have voting power of more than 20% in Wisetech	215,518,785 fully paid ordinary shares
Realwise Holdings Pty Ltd	See the separate substantial holder notice lodged on behalf of Realwise Holdings Pty Ltd on 14 April 2016 for details of the nature of the relevant interests of Realwise Holdings Pty Ltd in the securities of Wisetech	215,518,785 fully paid ordinary shares

**4. Details of present registered holders**

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

Holder of relevant interest	Registered holder of Securities	Person entitled to be registered as holder (8)	Class and number of securities
Wisetech and each of the Controlled Entities	Those persons listed as the registered holder in Annexure A	Those persons listed as the registered holder in Annexure A	See Annexure A

#### 5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Wisetech and each of the Controlled Entities	No consideration was paid Wisetech (or its Controlled Entities) for the relevant interests described in paragraph 3 above. Wisetech has no right to acquire the shares that are subject to the relevant escrow arrangements.		

603 page 2/2 15 July 2001

#### 6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Each of the Controlled Entities	They are controlled by Wisetech and therefore associates of Wisetech under s12(2)(a)
Realwise Holdings Pty Ltd	Associate of Wisetech and each of the Controlled Entities under s12(2)(a)(iii) because Richard White is in a position to control Realwise Holdings Pty Ltd and Wisetech by reason of controlling more than 50% of the shares in Wisetech

#### 7. Addresses

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

Name	Address
Wisetech Global Limited	Unit 3a, 72 O'Riordan Street, Alexandria NSW 2015
Realwise Holdings Pty Ltd	Unit 3, 72 O'Riordan Street, Alexandria NSW 2015

### Signature

print name Richard White

capacity Director

sign here

date 14 April 2016

#### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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## Annexure A - Summary of escrow arrangements

This is **Annexure A** of 18 pages referred to in form 604 (Notice of initial substantial holder) given by Wisetech Global Limited and each of its Controlled Entities

print name Richard White

capacity Director

sign here

date 14 April 2016

**ANNEXURE A - ESCROW SUMMARY TABLE**

**Definitions**

**FY17 Escrow Expiry Date:** *Is the date on which the Company releases its preliminary final report with respect to the full financial year ending 30 June 2017.*

**FY16 Escrow Expiry Date:** *Is the date on which the Company releases its preliminary final report with respect to the full financial year ending 30 June 2016.*

**1H17 Escrow Expiry Date:** *Is the date on which the Company releases its preliminary final report with respect to the half year ending 31 December 2017*

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>Directors and associated entities</b>			
<b>RealWise Holdings Pty Limited</b>	Type A	142,557,470	FY17 Escrow Expiry Date
<b>Richard White</b>	Type A	17,408,602	FY17 Escrow Expiry Date
<b>Fabemu (No.2) Pty Limited</b>	Type A	20,698,297	FY17 Escrow Expiry Date
<b>Michael Gregg and Suzanne Jane Gregg</b>	Type A	6,509,523	FY17 Escrow Expiry Date
<b>MSG Holdings Pty Limited ATF MJ &amp; SJ Gregg Super Fund</b>	Type A	9,613,665	FY17 Escrow Expiry Date
<b>Other Shareholders</b>			
<b>Lutz Austermeier</b>	Type A	1,234,655	FY16 Escrow Expiry Date
<b>Lutz Austermeier ATF The 2015 Austermeier GRAT</b>	Type A	5,039,308	FY16 Escrow Expiry Date
<b>Peter Willis</b>	Type A	693,563	FY16 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>Mycroft Investments Pty Limited ATF Mycroft Investment Trust</b>	Type A	2,100,000	FY16 Escrow Expiry Date
<b>Zubin Appoo</b>	Type A	385,981	FY16 Escrow Expiry Date
<b>Zubin Appoo ATF The Zara Family Trust</b>	Type A	779,435	FY16 Escrow Expiry Date
<b>Jacaranda Asset Management Pty Limited ATF Jacaranda Finance Trust</b>	Type A	2,467,513	FY16 Escrow Expiry Date
<b>Rena Assets Pty Ltd</b>	Type A	419,000	FY16 Escrow Expiry Date
<b>Henry Ye</b>	Type A	4,286	FY16 Escrow Expiry Date
<b>Porter Data Management Pty Ltd</b>	Type A	212,500	FY16 Escrow Expiry Date
<b>William Leigh Porter</b>	Type A	2,450,000	FY16 Escrow Expiry Date
<b>Leon Haddon Ball</b>	Type A	2,164,854	FY16 Escrow Expiry Date
<b>Employees in respect of a portion of FY 14 bonuses received in form of Shares</b>			
<b>MIKHAIL SVERDLOV</b>	Type B	2977	1-Aug-16
<b>DAVID JEREMY BOYAN</b>	Type B	357	1-Aug-16
<b>VOLODYMYR BILANOVSKY</b>	Type B	3572	1-Aug-16
<b>TED BURHAN</b>	Type B	4835	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>DALMO SERRAVALLE</b>	Type B	2381	1-Aug-16
<b>IMRAAN KHAN</b>	Type B	3572	1-Aug-16
<b>LARA LYNESS</b>	Type B	1191	1-Aug-16
<b>DONG-CHAU NGUYEN</b>	Type B	357	1-Aug-16
<b>MARK CONNELL</b>	Type B	4762	1-Aug-16
<b>KAREN BREMNER</b>	Type B	596	1-Aug-16
<b>TERRI BOWEN</b>	Type B	2381	1-Aug-16
<b>RAJ NAIDU</b>	Type B	596	1-Aug-16
<b>ANGELA GADAEV</b>	Type B	4762	1-Aug-16
<b>HUI CHUAN TAN</b>	Type B	2381	1-Aug-16
<b>ILYA BEYZIN</b>	Type B	357	1-Aug-16
<b>JOO YOUM</b>	Type B	2381	1-Aug-16
<b>BAABER KHAN</b>	Type B	2023	1-Aug-16
<b>BRIAN REICHLE</b>	Type B	1965	1-Aug-16



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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>STUART MANN</b>	Type B	2381	1-Aug-16
<b>KATE MALOV</b>	Type B	13096	1-Aug-16
<b>CRAIG SEELIG</b>	Type B	4465	1-Aug-16
<b>ALEXANDER VERICH</b>	Type B	357	1-Aug-16
<b>DAVID ROLLASON</b>	Type B	2381	1-Aug-16
<b>GEOFFREY F EID</b>	Type B	5357	1-Aug-16
<b>MATHEW BUSSING</b>	Type B	3572	1-Aug-16
<b>SIEW PENG TEONG (PAINE)</b>	Type B	3572	1-Aug-16
<b>RICHARD SMITH</b>	Type B	3215	1-Aug-16
<b>MICHAEL GOODWIN</b>	Type B	2977	1-Aug-16
<b>LAURENCE GRAYSON</b>	Type B	1191	1-Aug-16
<b>GEOFF BENNETT</b>	Type B	2619	1-Aug-16
<b>DAVID JULIAN SILVA</b>	Type B	357	1-Aug-16
<b>DANIEL CLARKE</b>	Type B	596	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>ALEXANDER EAGLES</b>	Type B	2381	1-Aug-16
<b>OLEKSANDR KOROTUN</b>	Type B	2381	1-Aug-16
<b>BRET EHLERT</b>	Type B	2381	1-Aug-16
<b>KATHLEEN M PENDLETON</b>	Type B	2381	1-Aug-16
<b>KELLY THOMAS</b>	Type B	2381	1-Aug-16
<b>SAMANTHA EDWARDS</b>	Type B	2381	1-Aug-16
<b>CHARLES RICHARD</b>	Type B	596	1-Aug-16
<b>MACIEJ MACIEJEWSKI</b>	Type B	1785	1-Aug-16
<b>IGOR KADULENKOV</b>	Type B	1191	1-Aug-16
<b>DMYTRO MINERVIN</b>	Type B	1607	1-Aug-16
<b>AMELIA CHAMBERS</b>	Type B	596	1-Aug-16
<b>LISA ROLLASON</b>	Type B	596	1-Aug-16
<b>ANDRII SARNAVSKYI</b>	Type B	1191	1-Aug-16
<b>BEN WOODCOCK</b>	Type B	1191	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>DAVE EAST</b>	Type B	1191	1-Aug-16
<b>DMITRY BEZVERHNY</b>	Type B	1191	1-Aug-16
<b>ENGUERRAN GILLET</b>	Type B	1191	1-Aug-16
<b>HENGDI ZHANG</b>	Type B	1191	1-Aug-16
<b>IGOR NUZHNOV</b>	Type B	1191	1-Aug-16
<b>MIRYANA PENUVCEVSKI</b>	Type B	1191	1-Aug-16
<b>SAMUEL (CONG) WANG</b>	Type B	1191	1-Aug-16
<b>SARAH WHITE</b>	Type B	1191	1-Aug-16
<b>STEVE CROOK</b>	Type B	1191	1-Aug-16
<b>WAYNE BRIDGER</b>	Type B	1191	1-Aug-16
<b>SCOTT DOWELL</b>	Type B	834	1-Aug-16
<b>ANDREW LUONG</b>	Type B	297	1-Aug-16
<b>ADELIE BATTAM</b>	Type B	596	1-Aug-16
<b>ANDRII VASHCHYSHCHUK</b>	Type B	596	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>ANTON SEIDEL</b>	Type B	596	1-Aug-16
<b>DANIEL KEOGH</b>	Type B	596	1-Aug-16
<b>DANIEL MULVENNA</b>	Type B	596	1-Aug-16
<b>DUC (TIM) HOANG VAN</b>	Type B	596	1-Aug-16
<b>JUN HUNG LEE</b>	Type B	596	1-Aug-16
<b>JUSTINE KRUGER</b>	Type B	596	1-Aug-16
<b>LING HOU</b>	Type B	596	1-Aug-16
<b>MICHAEL KHEIRABI</b>	Type B	596	1-Aug-16
<b>MICHAEL SHEVCHUK</b>	Type B	596	1-Aug-16
<b>MYKOLA KOVALCHUK</b>	Type B	596	1-Aug-16
<b>NICHOLE BLOMQUIST</b>	Type B	596	1-Aug-16
<b>PATRICK MACPHERSON</b>	Type B	596	1-Aug-16
<b>PAVLO TUBOLETS</b>	Type B	596	1-Aug-16
<b>SERGIY YESKOV</b>	Type B	596	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>STEFAN RIEMER</b>	Type B	596	1-Aug-16
<b>STEVE WHITEHEAD</b>	Type B	596	1-Aug-16
<b>SVITLANA VYSHNIVETSKA</b>	Type B	596	1-Aug-16
<b>WING TING DORIS LEUNG</b>	Type B	477	1-Aug-16
<b>KELVIN (KUN) LIU</b>	Type B	477	1-Aug-16
<b>SIMON HUDSON</b>	Type B	477	1-Aug-16
<b>XUN ZHAO</b>	Type B	477	1-Aug-16
<b>ATISH RAM CHANDRA</b>	Type B	357	1-Aug-16
<b>BRETT LYONS</b>	Type B	357	1-Aug-16
<b>CHANG LI</b>	Type B	357	1-Aug-16
<b>DILANKA FERNANDO</b>	Type B	357	1-Aug-16
<b>GARY O'DEA</b>	Type B	357	1-Aug-16
<b>MERRICK PRZYBYL</b>	Type B	357	1-Aug-16
<b>YAAKOV SMITH</b>	Type B	297	1-Aug-16

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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>GREG BEMIS</b>	Type B	119	1-Aug-16
<b>GUOQIANG YANG</b>	Type B	238	1-Aug-16
<b>Employees in respect of FY15 and FY16 bonuses received in the form of Shares</b> <i>Where the total number of Escrowed Shares below is an odd number, 50% of that number will be rounded up to determine the number of shares to be released on the 1H17 Escrow Expiry Date, with the remainder to be released on the 1H18 Escrow Expiry Date</i>			
<b>ABDUL HAMEED MOHAMMED</b>	Type B	358	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ADELIE HANLY</b>	Type B	1119	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>GUOQIANG YANG</b>	Type B	597	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>OLEKSANDR KOROTUN</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ALEXANDER VERICH</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANDREW LUONG</b>	Type B	746	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANDRII SARNAVSKYI</b>	Type B	3582	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANDRII VASHCHYSHCHUK</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANDY PAHANEL</b>	Type B	1044	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANGELA GADAEV</b>	Type B	11940	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>ANGELINA MCMENAMIN</b>	Type B	14925	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANNA SHURAPEY</b>	Type B	2686	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANTHONY MILLER</b>	Type B	955	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ANTON SEIDEL</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ATISH RAM CHANDRA</b>	Type B	2149	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BAABER KHAN</b>	Type B	11940	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BEN WOODCOCK</b>	Type B	2835	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BRENDON PAINE</b>	Type B	11194	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BRET EHLERT</b>	Type B	8955	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BRETT LYONS</b>	Type B	1791	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>BRIAN REICHLE</b>	Type B	9402	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>CARLOS GUILLERMO LEDEZMA</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>CHANG LI</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DAJANA DIKIC</b>	Type B	2388	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>DALMO SERRAVALLE</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DANIEL MULVENNA</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DANNY TRIEU</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DAVE EAST</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DAVID JEREMY BOYAN</b>	Type B	2731	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DEBBIE BOYCE</b>	Type B	7462	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DENNY TANJUNG</b>	Type B	3358	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DIEGO BARDALEZ</b>	Type B	1641	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DILANKA FERNANDO</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DMITRY BEZVERHNY</b>	Type B	4477	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DMYTRO MINERVIN</b>	Type B	3805	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DONG-CHAU NGUYEN</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>WING TING DORIS LEUNG</b>	Type B	1313	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>DUC (TIM) HOANG VAN</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date



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<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>EDWARD LEE</b>	Type B	2761	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ENGUERRAN GILLET</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ERMAL SINANI</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>GARY O'DEA</b>	Type B	1194	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>GEOFF BENNETT</b>	Type B	11044	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>GEOFFREY F EID</b>	Type B	14925	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>HASIB MUYEN</b>	Type B	1194	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>HENGDI ZHANG</b>	Type B	3343	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>HENRY YE</b>	Type B	6567	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>HUI CHUAN TAN</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>IGOR MALIN</b>	Type B	2238	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>IGOR NUZHOV</b>	Type B	5373	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>IMRAAN KHAN</b>	Type B	13805	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>YUANZHENG LI</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>JOHN RAMSEY MABE</b>	Type B	4440	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>JOO YOUM</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>JUN HUNG LEE</b>	Type B	20597	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>JUSTINE KRUGER</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KAREN BREMNER</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KATE MALOV</b>	Type B	16582	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KATHERINE THAUNG</b>	Type B	1791	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KELLY THOMAS</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KELVIN (KUN) LIU</b>	Type B	2388	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KELVIN GOH</b>	Type B	298	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KAH KEN LEE</b>	Type B	9104	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>KRISTY DALLAS</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LARA LYNESS</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LARS MOLLER</b>	Type B	597	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>LAUREN ROBY</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LEITH MCDONALD</b>	Type B	4477	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LINDA MANDIN</b>	Type B	3731	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LING HOU</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LONG SONG</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>LUKE PRIOR</b>	Type B	7462	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MACIEJ MACIEJEWSKI</b>	Type B	6716	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MAGHAN CUMMINGS</b>	Type B	746	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MARK HALL</b>	Type B	11194	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ZHENXIN HU</b>	Type B	1343	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MATHEW BUSSING</b>	Type B	8955	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MATTHEW PASCOE</b>	Type B	11940	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MERRICK PRZYBYL</b>	Type B	2865	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MICHAEL GOODWIN</b>	Type B	14925	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>MICHAEL KHEIRABI</b>	Type B	4477	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MICHAEL SHEVCHUK</b>	Type B	2238	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MICHELLE YOUNG</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MICHAEL J DE ANGELIS III</b>	Type B	3980	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MIRYANA PENUVCEVSKI</b>	Type B	8955	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>MYKOLA KOVALCHUK</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>NICHOLE BLOMQUIST</b>	Type B	13432	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>PATRICK MACPHERSON</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>PAULA CHAVEZ</b>	Type B	15074	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>PAVLO TATARENKO</b>	Type B	746	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>PAVLO TUBOLETS</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>PETER WILLIAMS</b>	Type B	22388	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>RAJ NAIDU</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>RAJAH JEEVARAJ</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>REBECCA NGUYEN</b>	Type B	597	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>RICHARD SMITH</b>	Type B	16119	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SAMANTHA EDWARDS</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SAMUEL (CONG) WANG</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SARAH WHITE</b>	Type B	4477	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SCOTT DOWELL</b>	Type B	2089	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SERGIY YESKOV</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SIMON HUDSON</b>	Type B	3731	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>STEVE CROOK</b>	Type B	4776	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>STEVE WHITEHEAD</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>SVITLANA VYSHNIVETSKA</b>	Type B	1791	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>TANIA WILSON</b>	Type B	1791	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>TED BURHAN</b>	Type B	12125	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>TERRI BOWEN</b>	Type B	5970	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

**ANNEXURE A - ESCROW SUMMARY TABLE**

<b>Entity Holder)</b>	<b>Escrow Deed - Pro forma Type A or B</b>	<b>Total No. of Escrowed Shares</b>	<b>Escrow Period (Period from Completion until ... )</b>
<b>THOMSON TAM</b>	Type B	3044	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>XIAOWEN HAN</b>	Type B	746	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>TIM CHAN</b>	Type B	14925	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>TINA NGUYEN</b>	Type B	3731	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>XUN ZHAO</b>	Type B	2686	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>VOLODYMYR BILANOVSKY</b>	Type B	44776	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>VOON P LEE</b>	Type B	3582	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>WAYNE BRIDGER</b>	Type B	4059	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>YAAKOV SMITH</b>	Type B	895	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>YUAN (ALBERT) ZHAO</b>	Type B	1492	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>YURY KUCZKO</b>	Type B	373	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>YURIY MOLCHANYUK</b>	Type B	2985	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>GUOHENG LI</b>	Type B	2238	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date
<b>ZUBIN APPOO</b>	Type B	15223	50% - 1H17 Escrow Expiry Date 50% - 1H18 Escrow Expiry Date

## Annexure B - Type A pro forma escrow deed

This is **Annexure B** of 20 pages referred to in form 604 (Notice of initial substantial holder) given by Wisetech Global Limited and each of its Controlled Entities

print name Richard White

capacity Director

sign here

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

date 14 April 2016

# Escrow Deed

in relation to

Clayton Utz  
Lawyers  
Level 15 1 Bligh Street  
Sydney NSW 2000  
GPO Box 9806  
Sydney NSW 2001  
Tel +61 2 9353 4000  
Fax +61 2 8220 6700  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 722/18893



**Contents**

- 1. Definitions and interpretation ..... 1**
  - 1.1 Definitions ..... 1
  - 1.2 Interpretation ..... 3
  - 1.3 Compliance with ASX Listing Rules ..... 4
  - 1.4 No Controller ..... 5
- 2. Condition Precedent ..... 5**
- 3. Escrow ..... 5**
  - 3.1 Holder restrictions ..... 5
  - 3.2 Controller restrictions ..... 5
  - 3.3 Escrow restrictions ..... 5
  - 3.4 Notice by Holder ..... 6
  - 3.5 Notice by Controller ..... 6
  - 3.6 Dividends and voting rights ..... 6
  - 3.7 Takeovers, mergers and reorganisations ..... 6
  - 3.8 Reorganisation ..... 7
  - 3.9 Other exceptions ..... 7
- 4. Termination ..... 8**
- 5. Warranties and acknowledgement ..... 8**
  - 5.1 Giving of warranties ..... 8
  - 5.2 Holder warranties and representations ..... 8
  - 5.3 Controller warranties and representations ..... 9
  - 5.4 Survival of warranties and representations ..... 10
- 6. Consequences of breaching this deed ..... 10**
- 7. Capacity of Holder ..... 11**
- 8. Notices and other communications ..... 11**
  - 8.1 Form ..... 11
  - 8.2 Delivery ..... 11
  - 8.3 When effective ..... 11
  - 8.4 Receipt - post ..... 11
  - 8.5 Receipt - email ..... 12
- 9. General provisions ..... 12**
  - 9.1 Discretion in exercising rights ..... 12
  - 9.2 Partial exercising of rights ..... 12
  - 9.3 No liability for loss ..... 12
  - 9.4 Variation and waiver ..... 12
  - 9.5 Amendment ..... 12
  - 9.6 Further assurances ..... 12
  - 9.7 Survival ..... 12
  - 9.8 Assignment ..... 12
  - 9.9 Counterparts ..... 12
  - 9.10 Governing law ..... 13
  - 9.11 PPSA further steps ..... 13
  - 9.12 Entire agreement ..... 13
  - 9.13 Remedies ..... 13
  - 9.14 Inconsistent agreements ..... 13
  - 9.15 Severability ..... 13
  - 9.16 Successors and assigns ..... 13
  - 9.17 Fractional calculation ..... 14
- Schedule 1 - Details ..... 1**

# Escrow Deed

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## Date

## Parties

**WiseTech Global Limited** ACN 065 894 724 of Unit 3, 72 O'Riordan Street, Alexandria NSW 2015 **Australia (Company)**

The **Holder** means the person whose name and address is set out in part 1 of Schedule 1 (**Holder**)

A **Controller** means the person whose name and address is set out in part 2 of Schedule 1 (**Controller**)

## Background

- A. The Holder undertakes to the Company to hold the Retained Shares pursuant and subject to the terms of this deed.
- B. The Controller undertakes to the Company to hold its Controller Interests pursuant and subject to the terms of this deed.

## Operative provisions

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### 1. Definitions and interpretation

#### 1.1 Definitions

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

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

**ASX Listing Rules** means the listing rules of ASX.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement.

**Board** means the board of directors of the Company.

**Business Day** means a day in Sydney on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business.

**Completion of the Offer** means the completion of the issue and transfer of Shares pursuant to the Offer.

**Control** means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total

voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

**Controller Interests** means any securities, any legal, beneficial, economic interest or other interests, whether direct or indirect, in the Retained Shares or in the Holder or in any Transferee.

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

**Deal** means:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over; or
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of,

and **Dealing** has a corresponding meaning.

**Escrow Period** means the period commencing on the date on which Shares under the Offer are first quoted on the ASX until 4.15pm on the FY17 Release Date.

**FY17 Release Date** means the date on which the Company releases its preliminary final report with respect to the full financial year ending 30 June 2017.

**Group** means the Company and all of its Subsidiaries from time to time and **Group Company** means any one of them.

**Governmental Agency** means any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation ASIC, any non-government regulatory authority including the ASX and any other stock exchange.

**Holding Lock** has the meaning given in section 2 of the ASX Settlement Operating Rules.

**Issuer Sponsored Subregister** has the meaning given to that term in the settlement rules of ASX Settlement.

**JLMs** means the joint lead managers for the Offer, being:

- (a) Credit Suisse (Australia) Limited; and
- (b) Morgan Stanley Australia Securities Limited.

**Offer** means the initial public offering of Shares and the admission of the Company and quotation of those Shares to ASX.

**Person** means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**PPSA Security Interest** means a "security interest" within the meaning of the PPSA.

**Retained Shares** means the number of Shares held by the Holder on Completion of the Offer other than any Shares the Holder acquires on Completion of the Offer pursuant to the institutional, broker firm or employee offers made under the prospectus in connection with the Offer.

**Security Interest** means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; or
- (d) a PPSA Security Interest or any other encumbrance.

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

**Shareholders' Agreement** means the Shareholders Agreement dated 22 December 2009 between the Company and its shareholders, as amended and varied from time to time.

**Share Registry** means the share registry engaged by the Company to administer and manage its register of members.

**Subsidiary** has the meaning given in the Corporations Act.

**Takeover Bid** means a takeover bid for Shares under Chapter 6 of the Corporations Act.

**Transferee** has the meaning given in clause 3.9.

**Voluntary Escrow Deed** means a voluntary escrow deed entered into in connection with the Offer.

## 1.2 Interpretation

In this deed

- (a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

- (b) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (f) the word "including" or any other form of that word is not a word of limitation;
- (g) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Offer, a Group Company or other entities, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdictions outside Australia), and rules, policies, official directives, orders or requirements of any Government Agency, including the ASX Listing Rules, ASX Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances;
- (h) references to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by laws, regulations, and other statutory instruments issued under any legislation, and references to other applicable laws includes any modifications or provisions substituted for them by a competent Government Agency;
- (i) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed, and a reference to this deed includes any schedule, exhibit and annexure;
- (j) if any day appointed or specified by this deed for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (k) references to currency are references to Australian currency;
- (l) references to payments to any party to this deed will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and
- (n) all references to time are to the time in Sydney (unless otherwise indicated).

### **1.3 Compliance with ASX Listing Rules**

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

## **1.4 No Controller**

For the avoidance of doubt, if, by the time this deed has been entered into by the Holder and the Company, no Controller details have been inserted in Part 2 of Schedule 1 and no person has executed this deed as the Controller, the parties acknowledge and agree that:

- (a) no person enters into this deed in the capacity of the Controller;
- (b) all rights, obligations and liabilities that would otherwise accrue to or in relation to the Controller and Controller Interests pursuant to this deed, do not accrue in any person;
- (c) all references in this deed to the parties to this deed mean the Holder and the Company only; and
- (d) this deed commences and continues in full effect according to its terms (except as expressly provided in this clause 1.4) between the Holder and the Company.

---

## **2. Condition Precedent**

The undertakings of the Holder and the Controller pursuant to this deed are conditional upon quotation of the Shares on ASX occurring.

---

## **3. Escrow**

### **3.1 Holder restrictions**

During the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Retained Shares.

### **3.2 Controller restrictions**

During the Escrow Period the Controller agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of its Controller Interests.

### **3.3 Escrow restrictions**

The parties acknowledge and agree that:

- (a) as soon as practicable following the Completion of the Offer, the Retained Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock on the Retained Shares as soon as practicable after registration of the Retained Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released (including notifying ASX in accordance with ASX Listing Rule 3.10A and procuring release of the Holding Lock by the Share Registry):
  - (i) to the extent necessary to permit Dealings of the Retained Shares permitted by this deed; and
  - (ii) in full at the conclusion of the Escrow Period.

### **3.4 Notice by Holder**

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.5 Notice by Controller**

If the Controller becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.2 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.6 Dividends and voting rights**

The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue, return of capital or other distributions in connection with the Retained Shares or to exercise voting rights in respect of the Retained Shares.

### **3.7 Takeovers, mergers and reorganisations**

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer made under a Takeover Bid for any of the Retained Shares, provided that holders of not less than 50% of the Shares to which the Takeover Bid relates that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid;
- (b) the Holder to tender any of the Retained Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of the Shares to which the Takeover Bid relates that are not subject to a

Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or

- (c) the Retained Shares to be transferred or cancelled as part of an equal Share buyback or equal return of capital or other similar pro rata reorganisation, a merger being implemented by way of a scheme of arrangement or an acquisition of all Shares, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Retained Shares are not transferred or cancelled in accordance with a Takeover Bid, scheme of arrangement or other transaction described in clause 3.7(a), 3.7(b) or 3.7(c), then the Holder agrees that the restrictions applying to the Retained Shares under this deed (including under clauses 3.1, 3.2 and 3.3) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Retained Shares not so transferred or cancelled.

### 3.8 Reorganisation

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Retained Shares or Controller Interests to enable the Holder or the Controller to undertake a reorganisation, subject to:

- (a) the prior consent of the Company in writing;
- (b) the Holder, or if a person enters into this deed in the capacity of the Controller, the Controller, retaining ultimate control of the Retained Shares: and
- (c) any new holder of the Retained Shares or Controller Interests agreeing to be bound by a deed in substantially the same terms as this deed (and the Controller agreeing not to dispose of any Controller Interests).

### 3.9 Other exceptions

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Retained Shares or Controller Interests:

- (a) if required by applicable law or pursuant to an order of a court of competent jurisdiction compelling any Retained Shares or Controller Interests to be Dealt with;
- (b) (if the Holder or Controller is a natural person) following the death, serious disability or permanent incapacity through ill health of the Holder or Controller (which for serious disability or permanent incapacity through ill health shall be deemed to be so for any absence of at least six months in a 12 month period or as otherwise determined by the Board, acting reasonably); or
- (c) if the Dealing constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Retained Shares or Controller Interests to:
  - (i) a company wholly-owned by the Holder; or
  - (ii) a trust in relation to which the Holder is the beneficiary,  
  
(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Retained Shares on substantially the same terms as this Deed for the remainder of the Escrow Period (and the Controller agrees not to dispose of any Controller Interests).



---

## **4. Termination**

- (a) This deed terminates with immediate effect and without the action of any party upon the expiry of the Escrow Period provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 30 June 2016.
- (b) For the avoidance of doubt, the Retained Shares will no longer be escrowed under the terms of this deed at the expiration of the Escrow Period.
- (c) The Company will procure that the Share Registry releases the Holding Lock in respect of the Retained Shares, if still in effect, as soon as possible following termination of this deed. This clause 4(c) will survive termination of this deed.

---

## **5. Warranties and acknowledgement**

### **5.1 Giving of warranties**

Each of the warranties and representations in this clause 5 is given by the Holder or the Controller, as applicable, in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2 or 5.3; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Retained Shares from time to time during the Escrow Period.

### **5.2 Holder warranties and representations**

The Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in Retained Shares which will take effect during the Escrow Period;
- (b) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee, under the trust deed for the relevant trust and any other constituent document of the relevant trust);
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (e) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents, if any (if the Holder is a body corporate), and if the Holder is a trustee, the trust deed for the relevant trust and any other constituent document of the relevant trust);  
or

- (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder;
- (f) it holds, or will hold, following Completion of the Offer, the Retained Shares unless the Retained Shares are Dealt with as expressly permitted by this deed;
- (g) the Retained Shares are all of the securities, economic interests or other interests that the Holder has directly or indirectly in the Company as at Completion of the Offer;
- (h) the Retained Shares of the Holder are free from all Security Interests and other third party interests or rights (other than under the Company's constitution or the Shareholders' Agreement to the extent it is on foot) and will remain so during the Escrow Period except to the extent permitted under this deed;
- (i) if the Holder is a trustee, it is the sole trustee of the relevant trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the trust;
- (j) if the Holder is a trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the relevant trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the trust are sufficient to satisfy that right in full and that Holder has not released or disposed of its equitable lien over that trust; and
  - (ii) the relevant trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the trust; and
- (k) if no person enters into this deed in the capacity of the Controller, no person (other than the Holder) has the ability to directly or indirectly control the exercise of a power to dispose of the Retained Shares (including the ability to Control the Holder or control the Holder's ability to exercise such power).

### **5.3 Controller warranties and representations**

The Controller warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in any Controller Interests which will take effect during the Escrow Period;
- (b) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Controller has entered into this deed as a trustee, under the trust deed for the relevant trust and any other constituent document of the relevant trust);
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) this deed constitutes legal, valid and binding obligations on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (e) the execution, delivery and performance by the Controller of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents, if any (if the Controller is a body corporate), and if the Controller is a trustee, the trust deed for the relevant trust and any other constituent document of the relevant trust); or
  - (iii) any agreement, undertaking, Security Interest or document which is binding on the Controller;
- (f) the Controller Interests are free from all Security Interests and other third party interests or rights (other than under the Company's constitution or the Shareholders' Agreement to the extent it is on foot) and will remain so during the Escrow Period except to the extent permitted under this deed;
- (g) if the Controller is a trustee, the trustee is the sole trustee of the relevant trust and there is no proposal to remove the Controller as trustee of the relevant trust;
- (h) if the Controller is a trustee:
- (i) the Controller has the right to be fully indemnified out of the assets of the relevant trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the relevant trust are sufficient to satisfy that right in full; and
  - (ii) the relevant trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the relevant trust;
- (i) no person (other than the Holder or Controller) has the ability to directly or indirectly control the exercise of a power to dispose of the Retained Shares (including the ability to Control the Holder or Controller or control the Holder or Controller's ability to exercise such power); and
- (j) the Controller holds the Controller Interests in the Holder directly or indirectly as at Completion of the Offer.

#### **5.4 Survival of warranties and representations**

The warranties and representations in this clause 5 survive termination of this deed.

---

### **6. Consequences of breaching this deed**

- (a) If the Holder or the Controller breaches this deed, or the Company believes that a prospective breach of this deed may occur, each of the following applies:
- (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
  - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Retained Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder or the Controller and the Holder and the Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's or the Controller's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

---

## 7. Capacity of Holder

If a Holder or Controller has entered into this deed as a trustee (**Trustee**):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 7 but subject to clause 7(c), that Holder or Controller enters into this deed only in its capacity as trustee of the relevant trust (**Trust**) and in no other capacity. A liability arising under or in connection with this deed can be enforced against that Holder or Controller only to the extent that it can be satisfied out of the property of the Trust for which that Holder or Controller is actually indemnified for the liability. That Holder or Controller will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 7(c) a party to this deed may not sue that Holder or Controller in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Holder or Controller of a receiver (except in relation to property of the trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 7 will not apply to any obligation or liability of that Holder or Controller to the extent that it is not satisfied because under the relevant Trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Holder's or Controller's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's or Controller's fraud, negligence, improper performance of duties or breach of trust.

---

## 8. Notices and other communications

### 8.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or referred to in Schedule 1 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### 8.2 Delivery

They must be:

- (a) left at the relevant address set out or referred to in Schedule 1;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in Schedule 1;
- (c) sent by email to the email address set out or referred to in Schedule 1; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed email address, then the communication must be to that address or number.

### 8.3 When effective

They take effect from the time they are received unless a later time is specified.

### 8.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).

## **8.5 Receipt - email**

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 8, 24 hours after the email was sent.

---

## **9. General provisions**

### **9.1 Discretion in exercising rights**

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

### **9.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **9.3 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

### **9.4 Variation and waiver**

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### **9.5 Amendment**

This deed may be amended only by a document signed by all parties.

### **9.6 Further assurances**

Each of the Holder and the Controller undertakes to, and to procure that all persons under its Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

### **9.7 Survival**

The representations, warranties, undertakings and indemnities given by a party under this deed will not merge or be extinguished on Completion of the Offer.

### **9.8 Assignment**

The Holder and the Controller must not transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other parties.

### **9.9 Counterparts**

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

## **9.10 Governing law**

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

## **9.11 PPSA further steps**

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder and the Controller agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

## **9.12 Entire agreement**

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

## **9.13 Remedies**

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

## **9.14 Inconsistent agreements**

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and the Controller, or between the Holder or the Controller and any other person, the provision of this deed prevails.

## **9.15 Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

## **9.16 Successors and assigns**

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder or the Controller, its / his / her personal representatives and any trustee, receiver or other person lawfully acting on its / his / her behalf.

## **9.17 Fractional calculation**

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares.

**Schedule 1 - Details**

**Part 1 - Holder**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

**Part 2 - Controller**

*[Note: If the Holder has no Controller, please leave this section blank]*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

**Part 3 - Company**

Name: WiseTech Global Limited  
Address: Unit 3, 72 O'Riordan Street, Alexandria NSW 2015  
Email: Company.Secretary@wisetechglobal.com  
Attention: Adam Kossak



**Executed** as a deed.

**Company**

**Executed** by **WiseTech Global Limited** ACN  
065 894 724 in accordance with section 127 of  
the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

**Holder**

*If the Holder is an entity and is signing either by a sole director / company secretary, or by a director and a company secretary / director:*

**Executed by**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

## Annexure C - Type B pro forma escrow deed

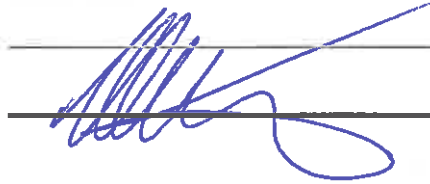
This is **Annexure C** of 20 pages referred to in form 604 (Notice of initial substantial holder) given by Wisetech Global Limited and each of its Controlled Entities

print name Richard White

capacity Director

sign here

date 14 April 2016

A handwritten signature in blue ink is written over two horizontal lines. The signature is stylized and appears to be 'Richard White'.

# Escrow Deed

in relation to \_\_\_\_\_(Holder)

in respect of the following Retained Shares

Tranche	Number of Retained Shares	Applicable Release Date
FY14 Shares		1 August 2016
FY15/FY16 Shares - Tranche 1	50% (rounded up to the nearest whole share) of the Shares issued to the Holder on Completion of the Offer in respect of his or her FY15/FY16 Incentive	Release of the Company's financial results for the half year to 31 December 2016
FY15/FY16 Shares - Tranche 2	The remainder of the Shares issued to the Holder on Completion of the Offer in respect of his or her FY15/FY16 Incentive	Release of the Company's financial results for the half year to 31 December 2017

Clayton Utz  
 Lawyers  
 Level 15 1 Bligh Street  
 Sydney NSW 2000  
 GPO Box 9806  
 Sydney NSW 2001  
 Tel +61 2 9353 4000  
 Fax +61 2 8220 6700  
[www.claytonutz.com](http://www.claytonutz.com)

Our reference 722/18949/80159734

**Contents**

- 1. Definitions and interpretation ..... 1**
  - 1.1 Definitions ..... 1
  - 1.2 Interpretation..... 3
  - 1.3 Compliance with ASX Listing Rules ..... 4
  - 1.4 No Controller..... 5
- 2. Condition Precedent ..... 5**
- 3. Escrow..... 5**
  - 3.1 Holder restrictions..... 5
  - 3.2 Controller restrictions..... 5
  - 3.3 Escrow restrictions..... 5
  - 3.4 Notice by Holder ..... 6
  - 3.5 Notice by Controller ..... 6
  - 3.6 Dividends and voting rights ..... 6
  - 3.7 Takeovers, mergers and reorganisations ..... 6
  - 3.8 Reorganisation..... 7
  - 3.9 Other exceptions..... 7
- 4. Termination..... 8**
- 5. Warranties and acknowledgement ..... 8**
  - 5.1 Giving of warranties ..... 8
  - 5.2 Holder warranties and representations..... 8
  - 5.3 Controller warranties and representations ..... 9
  - 5.4 Survival of warranties and representations ..... 10
- 6. Consequences of breaching this deed ..... 10**
- 7. Capacity of Holder ..... 11**
- 8. Notices and other communications ..... 11**
  - 8.1 Form..... 11
  - 8.2 Delivery ..... 11
  - 8.3 When effective ..... 11
  - 8.4 Receipt - post..... 11
  - 8.5 Receipt - email..... 12
- 9. General provisions..... 12**
  - 9.1 Discretion in exercising rights ..... 12
  - 9.2 Partial exercising of rights ..... 12
  - 9.3 No liability for loss..... 12
  - 9.4 Variation and waiver ..... 12
  - 9.5 Amendment ..... 12
  - 9.6 Further assurances..... 12
  - 9.7 Survival ..... 12
  - 9.8 Assignment..... 12
  - 9.9 Counterparts ..... 12
  - 9.10 Governing law..... 13
  - 9.11 PPSA further steps ..... 13
  - 9.12 Entire agreement ..... 13
  - 9.13 Remedies..... 13
  - 9.14 Inconsistent agreements ..... 13
  - 9.15 Severability ..... 13
  - 9.16 Successors and assigns ..... 13
  - 9.17 Fractional calculation ..... 14
- Schedule 1 - Details..... 1**

# Escrow Deed

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## Date

**Parties**                    **WiseTech Global Limited** ACN 065 894 724 of Unit 3A, 72 O'Riordan Street, Alexandria NSW 2015 (**Company**)

The **Holder** means the person whose name and address is set out in part 1 of Schedule 1 (**Holder**)

A **Controller** means the person whose name and address is set out in part 2 of Schedule 1 (**Controller**)

## Background

- A.            The Holder undertakes to the Company to hold the Retained Shares pursuant and subject to the terms of this deed.
- B.            The Controller undertakes to the Company to hold its Controller Interests pursuant and subject to the terms of this deed.

## Operative provisions

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### 1.            **Definitions and interpretation**

#### 1.1          **Definitions**

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

**ASX** means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

**ASX Listing Rules** means the listing rules of ASX.

**ASX Settlement** means ASX Settlement Pty Limited (ABN 49 008 504 532).

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement.

**Board** means the board of directors of the Company.

**Business Day** means a day in Sydney on which:

- (a)            ASX is open for trading in securities; and
- (b)            banks are open for general banking business.

**Completion of the Offer** means the completion of the issue and transfer of Shares pursuant to the Offer.

**Control** means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total

voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

**Controller Interests** means any securities, any legal, beneficial, economic interest or other interests, whether direct or indirect in the Retained Shares or in the Holder or in any Transferee.

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

**Deal** means:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of;
- (b) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of;
- (c) create, agree to, or offer to, create, or permit to be created any Security Interest in or over; or
- (d) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of,

and **Dealing** has a corresponding meaning.

**Escrow Period** means the period commencing on the date on which Shares under the Offer are first quoted on the ASX until 4.15pm on the applicable Release Date.

**Release Date** means, in respect of each tranche, and corresponding number, of Shares described in column 1 and 2 of the table on the front page of this document, the applicable release date described in column 3 of that table.

**Group** means the Company and all of its Subsidiaries from time to time and **Group Company** means any one of them.

**Governmental Agency** means any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.

**Holding Lock** has the meaning given in section 2 of the ASX Settlement Operating Rules.

**Issuer Sponsored Subregister** has the meaning given to that term in the settlement rules of ASX Settlement.

**JLMs** means the joint lead managers for the Offer, being:

- (a) Credit Suisse (Australia) Limited; and
- (b) Morgan Stanley Australia Securities Limited.

**Offer** means the initial public offering of Shares and the admission of the Company and quotation of those Shares to ASX.

**Person** means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organisation, entity or division.

**PPSA** means the Personal Property Securities Act 2009 (Cth).

**PPSA Security Interest** means a "security interest" within the meaning of the PPSA.

**Retained Shares** means the number of Shares held by the Holder on Completion of the Offer other than any Shares the Holder acquires on Completion of the Offer pursuant to the institutional, broker firm or employee offers made under the prospectus in connection with the Offer.

**Security Interest** means an interest or power:

- (a) reserved in or over an interest in any securities including any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; or
- (d) a PPSA Security Interest or any other encumbrance.

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

**Shareholders' Agreement** means the Shareholders Agreement dated 22 December 2009 between the Company and its shareholders, as amended and varied from time to time.

**Share Registry** means the share registry engaged by the Company to administer and manage its register of members.

**Subsidiary** has the meaning given in the Corporations Act.

**Takeover Bid** means a takeover bid for Shares under Chapter 6 of the Corporations Act.

**Transferee** has the meaning given in clause 3.9.

**Voluntary Escrow Deed** means a voluntary escrow deed entered into in connection with the Offer.

## 1.2 Interpretation

In this deed

- (a) headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

- (b) a reference to conduct includes an omission, statement and undertaking, whether or not in writing;
- (c) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (d) a reference to this deed or to any other agreement, deed or document includes, respectively, this deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;



- (e) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (f) the word "including" or any other form of that word is not a word of limitation;
- (g) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Offer, a Group Company or other entities, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Government Agency, including the ASX Listing Rules, ASX Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances;
- (h) references to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by laws, regulations, and other statutory instruments issued under any legislation, and references to other applicable laws includes any modifications or provisions substituted for them by a competent Government Agency;
- (i) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed, and a reference to this deed includes any schedule, exhibit and annexure;
- (j) if any day appointed or specified by this deed for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified will be deemed to be the next Business Day;
- (k) references to currency are references to Australian currency;
- (l) references to payments to any party to this deed will be construed to include payments to another person upon the direction of such party;
- (m) all payments to be made under this deed must be made by unendorsed bank cheque or other immediately available funds and in Australian currency; and
- (n) all references to time are to the time in Sydney (unless otherwise indicated).

### **1.3 Compliance with ASX Listing Rules**

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

## **1.4 No Controller**

For the avoidance of doubt, if, by the time this deed has been entered into by the Holder and the Company, no Controller details have been inserted in Part 2 of Schedule 1 and no person has executed this deed as the Controller, the parties acknowledge and agree that:

- (a) no person enters into this deed in the capacity of the Controller;
- (b) all rights, obligations and liabilities that would otherwise accrue to or in relation to the Controller and Controller Interests pursuant to this deed, do not accrue in any person;
- (c) all references in this deed to the parties to this deed mean the Holder and the Company only; and
- (d) this deed commences and continues in full effect according to its terms (except as expressly provided in this clause 1.4) between the Holder and the Company.

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## **2. Condition Precedent**

The undertakings of the Holder and the Controller pursuant to this deed are conditional upon quotation of the Shares on ASX occurring.

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## **3. Escrow**

### **3.1 Holder restrictions**

During the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Retained Shares.

### **3.2 Controller restrictions**

During the Escrow Period the Controller agrees that it will not:

- (a) Deal with;
- (b) Deal in any legal, beneficial or economic interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of its Controller Interests.

### **3.3 Escrow restrictions**

The parties acknowledge and agree that:

- (a) as soon as practicable following the Completion of the Offer, the Retained Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock on the Retained Shares as soon as practicable after registration of the Retained Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released (including notifying ASX in accordance with ASX Listing Rule 3.10A and procuring release of the Holding Lock by the Share Registry):
  - (i) to the extent necessary to permit Dealings of the Retained Shares permitted by this deed; and
  - (ii) in full at the conclusion of the Escrow Period.

### **3.4 Notice by Holder**

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.5 Notice by Controller**

If the Controller becomes aware:

- (a) that any action, event or circumstance referred to in clause 3.2 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 3.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

### **3.6 Dividends and voting rights**

The terms of this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issue, bonus issue, return of capital or other distributions in connection with the Retained Shares or to exercise voting rights in respect of the Retained Shares.

### **3.7 Takeovers, mergers and reorganisations**

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow:

- (a) the Holder to accept an offer made under a Takeover Bid for any of the Retained Shares, provided that holders of not less than 50% of the Shares to which the Takeover Bid relates that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid; and
- (b) the Holder to tender any of the Retained Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of the Shares to which the Takeover Bid relates that are not subject to a

Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or

- (c) the Retained Shares to be transferred or cancelled as part of an equal Share buyback or equal return of capital or other similar pro rata reorganisation, a merger being implemented by way of a scheme of arrangement or an acquisition of all Shares, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Retained Shares are not transferred or cancelled in accordance with a Takeover Bid, scheme of arrangement or other transaction described in clause 3.7(a), 3.7(b) or 3.7(c), then the Holder agrees that the restrictions applying to the Retained Shares under this deed (including under clauses 3.1, 3.2 and 3.3) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Retained Shares not so transferred or cancelled.

### 3.8 Reorganisation

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Retained Shares or Controller Interests to enable the Holder or the Controller to undertake a reorganisation, subject to:

- (a) the prior consent of the Company in writing;
- (b) the Holder, or if a person enters into this deed in the capacity of the Controller, the Controller, retaining ultimate control of the Retained Shares: and
- (c) any new holder of the Retained Shares or Controller Interests agreeing to be bound by a deed in substantially the same terms as this deed (and the Controller agreeing not to dispose of any Controller Interests).

### 3.9 Other exceptions

Clauses 3.1 and 3.2 will cease to apply to the extent necessary to allow a Dealing in Retained Shares or Controller Interests:

- (a) if required by applicable law or pursuant to an order of a court of competent jurisdiction compelling any Retained Shares or Controller Interests to be Dealt with;
- (b) (if the Holder or Controller is a natural person) following the death, serious disability or permanent incapacity through ill health of the Holder or Controller (which for serious disability or permanent incapacity through ill health shall be deemed to be so for any absence of at least six months in a 12 month period or as otherwise determined by the Board, acting reasonably); or
- (c) if agreed by the Company, if the Dealing constitutes a disposal of, but not the creation of a Security Interest in, some or all of the Retained Shares or Controller Interests to:
  - (i) a company wholly-owned by the Holder; or
  - (ii) a trust in relation to which the Holder is the beneficiary,

(each a **Transferee**), where the Transferee also enters into an escrow arrangement with the Company in respect of those Retained Shares on substantially the same terms as this Deed for the remainder of the Escrow Period (and the Controller agrees not to dispose of any Controller Interests).

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## **4. Termination**

- (a) This deed terminates with immediate effect and without the action of any party upon the expiry of the Escrow Period provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 30 June 2016.
- (b) For the avoidance of doubt, the Retained Shares will no longer be escrowed under the terms of this deed at the expiration of the Escrow Period.
- (c) The Company will procure that the Share Registry releases the Holding Lock in respect of the Retained Shares, if still in effect, as soon as possible following termination of this deed. This clause 4(c) will survive termination of this deed.

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## **5. Warranties and acknowledgement**

### **5.1 Giving of warranties**

Each of the warranties and representations in this clause 5 is given by the Holder or the Controller, as applicable, in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2 or 5.3; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Retained Shares from time to time during the Escrow Period.

### **5.2 Holder warranties and representations**

The Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in Retained Shares which will take effect during the Escrow Period;
- (b) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder has entered into this deed as a trustee, under the trust deed for the relevant trust and any other constituent document of the relevant trust);
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (e) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents, if any (if the Holder is a body corporate), and if the Holder is a trustee, the trust deed for the relevant trust and any other constituent document of the relevant trust);  
or

- (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder;
- (f) it holds, or will hold, following Completion of the Offer, the Retained Shares unless the Retained Shares are Dealt with as expressly permitted by this deed;
- (g) the Retained Shares are all of the securities, economic interests or other interests that the Holder has directly or indirectly in the Company as at Completion of the Offer;
- (h) the Retained Shares of the Holder are free from all Security Interests and other third party interests or rights (other than under the Company's constitution or the Shareholders' Agreement to the extent it is on foot) and will remain so during the Escrow Period except to the extent permitted under this deed;
- (i) if the Holder is a trustee, it is the sole trustee of the relevant trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the trust;
- (j) if the Holder is a trustee:
  - (i) the Holder has the right to be fully indemnified out of the assets of the relevant trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the trust are sufficient to satisfy that right in full and that Holder has not released or disposed of its equitable lien over that trust; and
  - (ii) the relevant trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the trust; and
- (k) if no person enters into this deed in the capacity of the Controller, no person (other than the Holder) has the ability to directly or indirectly control the exercise of a power to dispose of the Retained Shares (including the ability to Control the Holder or control the Holder's ability to exercise such power).

### **5.3 Controller warranties and representations**

The Controller warrants and represents the following:

- (a) prior to the Escrow Period it has not done, or omitted to do, any act which would result in a Dealing in any Controller Interests which will take effect during the Escrow Period;
- (b) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Controller has entered into this deed as a trustee, under the trust deed for the relevant trust and any other constituent document of the relevant trust);
- (c) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (d) this deed constitutes legal, valid and binding obligations on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (e) the execution, delivery and performance by the Controller of this deed does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;

- (ii) its constitution or other constituent documents, if any (if the Controller is a body corporate), and if the Controller is a trustee, the trust deed for the relevant trust and any other constituent document of the relevant trust); or
  - (iii) any agreement, undertaking, Security Interest or document which is binding on the Controller;
- (f) the Controller Interests are free from all Security Interests and other third party interests or rights (other than under the Company's constitution or the Shareholders' Agreement to the extent it is on foot) and will remain so during the Escrow Period except to the extent permitted under this deed;
- (g) if the Controller is a trustee, the trustee is the sole trustee of the relevant trust and there is no proposal to remove the Controller as trustee of the relevant trust;
- (h) if the Controller is a trustee:
- (i) the Controller has the right to be fully indemnified out of the assets of the relevant trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the relevant trust are sufficient to satisfy that right in full; and
  - (ii) the relevant trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the relevant trust;
- (i) no person (other than the Holder or Controller) has the ability to directly or indirectly control the exercise of a power to dispose of the Retained Shares (including the ability to Control the Holder or Controller or control the Holder or Controller's ability to exercise such power); and
- (j) the Controller holds the Controller Interests in the Holder directly or indirectly as at Completion of the Offer.

#### **5.4 Survival of warranties and representations**

The warranties and representations in this clause 5 survive termination of this deed.

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### **6. Consequences of breaching this deed**

- (a) If the Holder or the Controller breaches this deed, or the Company believes that a prospective breach of this deed may occur, each of the following applies:
- (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
  - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment or other Dealing in any Retained Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder or the Controller and the Holder and the Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's or the Controller's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

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## 7. Capacity of Holder

If a Holder or Controller has entered into this deed as a trustee (**Trustee**):

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 7 but subject to clause 7(c), that Holder or Controller enters into this deed only in its capacity as trustee of the relevant trust (**Trust**) and in no other capacity. A liability arising under or in connection with this deed can be enforced against that Holder or Controller only to the extent that it can be satisfied out of the property of the Trust for which that Holder or Controller is actually indemnified for the liability. That Holder or Controller will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 7(c) a party to this deed may not sue that Holder or Controller in any capacity other than as Trustee in respect of the Trust, including seeking the appointment to that Holder or Controller of a receiver (except in relation to property of the trust), liquidator, administrator or any similar person; and
- (c) the provisions of this clause 7 will not apply to any obligation or liability of that Holder or Controller to the extent that it is not satisfied because under the relevant Trust deed or by operation of law, there is a reduction to the extent, or elimination of, that Holder's or Controller's right of indemnification out of the assets of the Trust, or the right does not exist at all, as a result of the Holder's or Controller's fraud, negligence, improper performance of duties or breach of trust.

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## 8. Notices and other communications

### 8.1 Form

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be in writing, signed by an authorised officer of the sender and marked for the attention of the person identified or referred to in Schedule 1 or, if the recipient has notified otherwise, then marked for attention in the way last notified.

### 8.2 Delivery

They must be:

- (a) left at the relevant address set out or referred to in Schedule 1;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in Schedule 1;
- (c) sent by email to the email address set out or referred to in Schedule 1; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed postal address or changed email address, then the communication must be to that address or number.

### 8.3 When effective

They take effect from the time they are received unless a later time is specified.

### 8.4 Receipt - post

If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).



## **8.5 Receipt - email**

If sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 8, 24 hours after the email was sent.

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## **9. General provisions**

### **9.1 Discretion in exercising rights**

A party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed, unless this deed expressly states otherwise.

### **9.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **9.3 No liability for loss**

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this deed.

### **9.4 Variation and waiver**

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### **9.5 Amendment**

This deed may be amended only by a document signed by all parties.

### **9.6 Further assurances**

Each of the Holder and the Controller undertakes to, and to procure that all persons under its Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

### **9.7 Survival**

The representations, warranties, undertakings and indemnities given by a party under this deed will not merge or be extinguished on Completion of the Offer.

### **9.8 Assignment**

The Holder and the Controller must not transfer, assign, create an interest in, or deal in any other way with, any of their respective rights or obligations under this deed without the prior written consent of the other parties.

### **9.9 Counterparts**

This deed may consist of a number of copies, each signed by one or more parties to this deed. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of this deed.

## **9.10 Governing law**

This deed and the transactions contemplated by this deed are governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

## **9.11 PPSA further steps**

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder and the Controller agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

## **9.12 Entire agreement**

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

## **9.13 Remedies**

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

## **9.14 Inconsistent agreements**

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and the Controller, or between the Holder or the Controller and any other person, the provision of this deed prevails.

## **9.15 Severability**

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

## **9.16 Successors and assigns**

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder or the Controller, its / his / her personal representatives and any trustee, receiver or other person lawfully acting on its / his / her behalf.

## **9.17 Fractional calculation**

If any calculation required to be undertaken under this deed results in a fractional number of Shares, the fractional number will be rounded up to the nearest whole number of Shares.

**Schedule 1 - Details**

**Part 1 - Holder**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

**Part 2 - Company**

Name: WiseTech Global Limited

Address: Unit 3A, 72 O'Riordan Street, Alexandria NSW 2015

Email: [company.secretary@wisetechglobal.com](mailto:company.secretary@wisetechglobal.com)

Attention: Adam Kossak

**Executed** as a deed.

**Company**

**Executed** by **WiseTech Global Limited** ACN  
065 894 724in accordance with section 127 of  
the Corporations Act 2001 (Cth):

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director

\_\_\_\_\_  
Full name of director

\_\_\_\_\_  
Full name of company secretary/director

**Holder**

*If the Holder is an individual and is signing personally:*

**Executed by**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness

*If the Holder is an individual or an entity and is signing by power of attorney: **[Note: If the Holder signs by power of attorney, please return this document with the relevant power of attorney]***

**Executed** for and on behalf of \_\_\_\_\_ (name of Holder)

by its attorney under a power of attorney dated \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of attorney who declares that the attorney  
has not received any notice of the revocation of the  
power of attorney

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of attorney