Case: S ECI 2024 06051
Filed on: 06/10/2026 03:47 PM

IN THE SUPREME COURT OF VICTORIA
COMMERCIAL COURT
GROUP PROCEEDINGS LIST

S ECI 2024 06051

B E T W E E N:

MARK LARICCHIA Plaintiff

-and-

WISETECH GLOBAL LIMITED (ACN 065 894 724) Defendant

SECOND FURTHER AMENDED STATEMENT OF CLAIM

Filed with the defendant's consent pursuant to regulation 36.04 (1)(b) of the *Supreme Court (General Civil Procedure) Rules* 2025 (Vic)

Date of document: 6 October 2026	Solicitors Code: 110756
Filed on behalf of: The Plaintiff	DX: N/A
Prepared by: Phi Finney McDonald	Telephone: (03) 9134 7100
Level 24, 500 Bourke Street	Ref: 200075
Melbourne Victoria 3000	Email: tania.noonan@phifinneymcdonald.com

TABLE OF CONTENTS

This ~~consolidated~~ second further amended statement of claim is arranged as follows:

Table Of Contents **2**
A. Parties **4**
A.1 The Plaintiff and Group Members **4**
A.2 WiseTech **5**
B. WiseTech's Business **8**
B.1 Relevant WiseTech committees and personnel **8**
B.2 Logistics Software **14**
C. Growth strategy, Acqulsitions and integration **15**
CA.1 WiseTech Growth Strategy **15**
C.1 WiseTech Acquisition Strategy **16**
C.2 WiseTech Global Customs and Foothold Acquisitions **18**
C.3 WiseTech Adjacencies acquisitions **32**
C.4 Unconditional costs and contingent consideration **41**
C.5 Integration process **45**
D. August Forecast And Contraventions **52**
D.1 21 August 2019 – FY19 Results Presentation **52**
D.2 21 August 2019 – FY20 Earnings Guidance Announcement **53**
D.3 August representations **53**
D.4 True Position **55**
D.4.1 Costs **55**
D.4.2 Revenue **59**
D.4.3 Fair value and contingent consideration **76**
D.4.4 EBITDA **78**
D.5 August continuous disclosure contraventions **80**
D.6 August misleading or deceptive conduct contraventions **81**
E. October contraventions **83**
E.1 18 October 2019 – WiseTech response to JCAP Report **83**
E.2 23 October 2019 – WiseTech response to Second JCAP Report **84**
E.3 October representations **85**
E.4 True position **88**
E.4.1 Costs **91**
E.4.2 Revenue **91**
E.4.3 Fair value and contingent consideration **94**
E.4.4 EBITDA **95**
E.5 October continuous disclosure contraventions **96**
E.6 October misleading or deceptive conduct contraventions **98**
F. November contraventions **99**
F.1 WiseTech CEO Annual General Meeting Address **99**

F.2 November representations 100
F.3 True Position 102
F.3.1 Costs 102
F.3.2 Revenue 102
F.3.3 Fair value and contingent consideration 115
F.3.4 EBITDA 117
F.4 November continuous disclosure contraventions 118
F.5 November misleading or deceptive conduct contraventions 119
G. Corrective Disclosures 121
G.1 19 February 2020 Disclosure 121
GA. February contraventions 126
GA.1 February representations 126
GA.2 True position 127
GA.3 February continuous disclosure contraventions 130
GA.4 February misleading or deceptive conduct contraventions 131
GA.5 28 May 2020 Disclosure 133
H. Contravening Conduct Caused Loss And Damage 135
H.1 Market based causation 136
H.2 Individual causation 139
H.3 Loss and damage 140
I. Entitlement To Relief 141
Common Questions 144
ANNEXURE A – Particulars of the Plaintiff's Shareholdings in WiseTech Shares During the Relevant Period 146
ANNEXURE B – Defined Terms 148
ANNEXURE C – CONSIDERATION FOR ACQUISITIONS 155
ANNEXURE D – Integration of Acquisitions 166
ANNEXURE E – Change To Sell Side Analyst Forecasts 170
ANNEXURE F – Officers in Possession of August Information 171
ANNEXURE G – Officers in Possession of October Information 190
ANNEXURE H – Officers in Possession of November Information 208
ANNEXURE I – Officers in Possession of February Information 226

NOTE AS TO TERMINOLOGY

In this Second Further Amended Statement of Claim, the following conventions are used in referring to financial results:

(a) FY19, FY20, etc. refer to the financial years ended 30 June 2019, 30 June 2020, etc.;

(b) 1H and 2H refer to the first half and second half of the relevant financial year respectively;

(c) 1Q, 2Q etc., refer to the first quarter, second quarter etc. of the relevant financial year; and

(d) References to dollar sums are approximations, and in the case of million-dollar amounts, are approximated to the first decimal point.

Defined terms are summarised in Annexure B.

A. PARTIES

A.1 The Plaintiff and Group Members

1. This proceeding is commenced as a group proceeding pursuant to Part 4A of the *Supreme Court Act 1986* (Vic) (**SCV Act**) by the plaintiff on his own behalf and on behalf of all persons who or which:

(a) at any time during the period between 21 August 2019 to 27 May 2020 (inclusive) (**Relevant Period**), whether by themselves, or by an agent or trustee, acquired:

(i) an interest in fully paid ordinary shares of the Defendant (**WiseTech Shares**), WiseTech Global Ltd (**WiseTech**); and/or

(ii) long exposure to WiseTech Shares by entering into equity swap confirmations in respect of WiseTech Shares (**WiseTech Equity Swaps**).

(b) suffered loss or damage by, or which resulted from, the conduct of WiseTech; and

(c) were not during the Relevant Period:

(i) any of the persons referred to in s 33E(2) of the SCV Act*;*

(ii) a related party (as defined by section 228 of the *Corporations Act 2001* (Cth) (the **Corporations Act**) of WiseTech;

(iii) a related body corporate (as defined by section 50 of the Corporations Act) of WiseTech;

(iv) an associate entity (as defined by section 50AAA of the Corporations Act) of WiseTech;

(v) an officer or a close associate (as defined by section 9 of the Corporations Act) of WiseTech;

(vi) an officer or employee of, or other legal practitioner engaged by, the solicitors for the plaintiff in relation to this proceeding,

(**Group Members**)

2. The plaintiff entered into contracts to acquire, and dispose of, interests in WiseTech Shares during the Relevant Period as set out in Annexure A.

3. As at the date of the commencement of this proceeding, there are seven or more Group Members within the meaning of section 33C of the SCV Act.

A.2 WiseTech

4. At all material times WiseTech was:

(a) a company incorporated under the Corporations Act and capable of being sued;

(b) a person within the meaning of section 1041H of the Corporations Act;

(c) a person within the meaning of section 12DA of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**);

(d) a person within the meaning of section 18 of the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as applicable pursuant to:

(i) s 131 of the *Competition and Consumer Act 2010* (Cth);

(ii) ss 8 and 12 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic);

(iii) s 28 of the *Fair Trading Act 1987* (NSW);

(iv) s 16 of the *Fair Trading Act 1989* (Qld);

(v) s 6 of the *Australian Consumer Law (Tasmania) Act 2010* (Tas);

(vi) s 19 of the *Fair Trading Act 2010* (WA);

(vii) s 14 of the *Fair Trading Act 1987* (SA);

(viii) s 7 of the *Fair Trading (Australian Consumer Law) Act 1992* (ACT); and/or

(ix) s 27 of the *Consumer Affairs and Fair Trading Act 1990* (NT),

(individually, or together, the Australian Consumer Law (**ACL**)).

5. At all material times, WiseTech was:

(a) included in the official list of the financial markets operated by the Australian Securities Exchange (**ASX**);

(b) an entity, the securities (WiseTech Shares) of which were ED Securities for the purposes of s 111AE of the Corporations Act;

(c) a listed disclosing entity within the meaning of s 111AL(1) of the Corporations Act;

(d) subject to and bound by the Listing Rules of the ASX (**ASX Listing Rules**);

(e) an entity to which section 674(2) of the Corporations Act applied;

(f) obliged by sections 111AP(1) and/or 674(1) of the Corporations Act and/or ASX Listing Rule 3.1 to, once it is, or becomes, aware of any information concerning WiseTech that a reasonable person would expect to have a material effect on the price or value of WiseTech Shares, tell the ASX that information immediately (unless the exceptions in ASX Listing Rule 3.1A apply),

(**Continuous Disclosure Obligations**).

6. At all material times, WiseTech Shares were:

(a) quoted on the ASX under the designation 'WTC';

(b) quoted ED securities within the meaning of section 111AM of the Corporations Act; and

(c) financial products within the meaning of sections 763A(1)(a) and 764A(1)(a) of the Corporations Act.

7. At all material times:

(a) interests in WiseTech Shares were able to be acquired and disposed of by investors and potential investors on the financial market operated by the ASX; and/or

(b) acquisitions or disposals of interests in WiseTech Shares were able to be executed via alternate trade execution venues and were, with any resulting change in legal ownership of the relevant WiseTech Shares, cleared and settled with the ASX,

(together, the **Affected Market**).

Particulars

(i) At all material times, alternative trade execution venues included:

(A) Cboe Australia (formerly Chi-X Australia); and

(B) Securities trading services offered by custodians pursuant to which those custodians traded and held shares on behalf of multiple investor clients via a single CHESS (Clearing House Electronic Subregister System) account with a single holder identification number (HIN).

8. At all material times:

(a) there existed a market of investors and potential investors in WiseTech Equity Swaps; and

Particulars

*(i) ~~So far as he is able to say before the filing of expert evidence,~~ A<u></u>t all material times there existed a market of investors and potential investors who would enter into over-the-counter (**OTC**) equity swap transactions relating to:*

*(A) WiseTech Shares (**Share Swap Transactions**); or*

*(B) a basket of shares or other securities which included WiseTech Shares (**Share Basket Swap Transactions**).*

~~(ii) Further particulars may be provided following the filing and service of expert evidence.~~

(b) the price at which WiseTech Equity Swaps were entered into was set by reference to the price of WiseTech Shares.

Particulars

(i) ~~So far as he is able to say before the filing of expert evidence, at all material times, t~~The price at which Share Swap Transactions and Share Basket Transactions were entered into was derived from the price of WiseTech Shares as at the date of the relevant transaction.

~~(ii) Further particulars may be provided following the filing and service of expert evidence.~~

8A. In the market of investors and potential investors in WiseTech Equity Swaps, the terms upon which parties entered equity swap arrangements included terms that, or to the effect that:

(a) one party agreed to pay by regular fixed payments the total return, including dividends and capital appreciation, referable to the performance of the underlying WiseTech Shares, or a bundle of equities that included WiseTech Shares, to the other party; and

(b) in consideration for receiving the payments referred to in (a) above, the other party agreed to pay a fixed or floating interest rate.

~~Particulars~~

~~(i) Further particulars may be provided following the filing and service of expert evidence.~~

8B. The effect of the arrangement in paragraph 8A above was that the party who:

(a) entered an equity swap arrangement in the Relevant Period that referenced WiseTech Shares or a bundle of equities that included WiseTech Shares; and

(b) received payments referable to the performance of the underlying WiseTech Shares or bundle of equities that included WiseTech Shares,

had long exposure to WiseTech Shares.

B. WISETECH'S BUSINESS

B.1 Relevant WiseTech committees and personnel

Audit and Risk

9. At all material times during the Relevant Period, the board of directors of WiseTech had an audit and risk committee (**Audit and Risk Committee**) which:

   (a) from no later than 11 April 2016 to about October 2019, was named the Audit and Risk Management Committee;

   (b) from no later than October 2019 to the end of the Relevant Period, was named the Audit Committee;

   (c) was established by, and reported to, WiseTech's board of directors;

   (d) had authority to seek any information it required from executive management or employees of WiseTech and its wholly owned subsidiaries;

   (e) was authorised to obtain any independent legal or other professional advice that it considered necessary;

   (f) had the authority to remove or appoint an internal or external auditor without endorsement of WiseTech's board of directors in extenuating circumstances; and

   (g) had the overall role of assisting WiseTech's board of directors to discharge their responsibilities to exercise due care, diligence and skill in relation to legal and regulatory compliance.

10. At all material times, Rule 19.12 of the ASX Listing Rules provided that an entity becomes aware of information if, and as soon as, an officer has, or ought reasonably to have, come into possession of the information in the course of the performance of their duties as an officer of that entity.

11. During the Relevant Period, the officers of WiseTech within the meaning of section 9 of the Corporations Act and Rule 19.12 of the ASX Listing Rules included, but were not limited to, the persons named in paragraphs ~~14~~13A to 27 below.

12. From its listing to the end of the Relevant Period, the board of WiseTech adopted a set of "Market Disclosure and Communications Principles" (**Disclosure Principles**), which outlined WiseTech's compliance processes in respect of the Continuous Disclosure Obligations.

13. From listing to the end of the Relevant Period, among other things, the Disclosure Principles provided for **Disclosure Officers**, whose role was to consider any potentially market sensitive information and determine whether the information referred to them was market sensitive information requiring disclosure.

Particulars

(i) The Disclosure Principles defined responsibilities in relation to continuous disclosure as follows:

"The roles and responsibilities in relation to continuous disclosure, as set out in these Principles, can be summarised as follows:

- *employees must raise any potentially market sensitive information with a Disclosure Officer;*
- *our Disclosure Officers are:*
  - *Chief Growth Officer (CGO);*
  - *Head of Legal;*
  - *Chief Financial Officer (CFO);*
  - *Investor Relations Officer (IRO) and*
  - *Corporate Governance Executive and Company Secretary*
- *a Disclosure Officer must consider any potentially market sensitive information and determine whether the information referred to them is market sensitive information requiring disclosure;*
- *the CGO will approve announcements concerning market sensitive information, other than those concerning significant matters;*
- *the Board will approve announcements concerning significant matters; and*
- *the CEO, or authorised delegate if the CEO is unavailable, will approve any request for a trading halt or voluntary suspension."*

(pages 2 and 3) (WTC.001.167.7259_0001 and _0002).

Directors and Officers of WiseTech

13A. Benn Bekic (**Bekic**), at all times in the Relevant Period, held the roles of Corporate Development – Americas and Head of Domestic Products at WiseTech.

13B. Vlad Bilanovsky (**Bilanovsky**) was, from May 2017 to the end of the Relevant Period, the head of Corporate Development at WiseTech.

14. Andrew Cartledge (**Cartledge**) was, from 7 September 2015 to the end of the Relevant Period, Chief Financial Officer and a Disclosure Officer at WiseTech.

15. Teresa Engelhard (**Engelhard**) was at all material times during the Relevant Period:

(a) a non-executive director of WiseTech;

(b) a member of the Audit and Risk Committee; and

(c) from no later than September 2018 to no earlier than December 2018, chair of the Audit and Risk Committee.

16. Charles Gibbon (**Gibbon**) was at all material times during the Relevant Period, a non-executive director of WiseTech.

17. Michael Gregg (**Gregg**) was at all material times during the Relevant Period:

(a) a non-executive director of WiseTech;

(b) a member of the Audit and Risk Committee; and

(c) from no later than 18 October 2019 to the end of the Relevant Period, chair of the Audit and Risk Committee.

17A. Mark Hall (**Hall**) was:

(a) at all material times during the Relevant Period, the Deputy Chief Financial Officer and External Reporting Manager at WiseTech; and

(b) from in or about January 2020 to the end of the Relevant Period, Head of Acquisitions & Integration at WiseTech.

18. Andrew Harrison (**Harrison**) was at all material times during the Relevant Period:

(a) the Chair of the Board of WiseTech;

(b) a non-executive director of WiseTech; and

(c) a member of the Audit and Risk Committee.

19. Christine Holman (**Holman**) was:

(a) from 1 December 2018 to 18 October 2019, a non-executive director of WiseTech;

(b) from 1 December 2018 to 18 October 2019, a member of the Audit and Risk Committee; and

(c) from no later than December 2018 to 18 October 2019, chair of the Audit and Risk Committee.

20. Maree Isaacs (**Isaacs**) was:

(a) from 28 August 1996 to the end of the Relevant Period, an executive member of the board of WiseTech; and

(b) from 7 April 2015 to the end of the Relevant Period, Company Secretary of WiseTech.

21. [Not used].

22. Katherine Lowe (**Lowe**) was from about July 2019 to about October 2019:

(a) Head of Legal (or an equivalent position) at WiseTech; and

(b) a Disclosure Officer at WiseTech.

23. Christina Nallaiah (**Nallaiah**) was, from in or about February 2020 to the end of the Relevant Period:

(a) Investor Relations Officer at WiseTech; and

(b) a Disclosure Officer at WiseTech.

24. David Rippon (**Rippon**) was at all material times during the Relevant Period:

(a) the Corporate Governance Executive & Company Secretary; and

(b) a Disclosure Officer at WiseTech.

25. Brett Shearer (**Shearer**) was at all material times during the Relevant Period, the Chief Technology Officer at WiseTech.

26. Richard White (**White**) was at all material times during the Relevant Period:

(a) the Chief Executive Officer of WiseTech; and

(b) an executive member of the board of WiseTech.

27. Gail Williamson (**Williamson**) was at all material times during the Relevant Period:

(a) Chief Growth Officer at WiseTech;

(b) Investor Relations Officer at WiseTech; and

(c) a Disclosure Officer at WiseTech.

28. By reason of the matters pleaded in paragraphs ~~14~~13A to 27:

(a) each of:

(i.a) Bekic;

(i.b) Bilanovsky;

(i) Cartledge;

(ii) Engelhard;

(iii) Gibbon;

(iv) Gregg;

(v) Harrison;

(vi) Holman;

(vii) Isaacs;

(viii) [Not used];

(ix) Lowe;

(x) Nallaiah;

(xi) Rippon;

(xii) Shearer;

(xiii) White; ~~and~~

(xiv) Williamson; and

(xv) Hall

was at the relevant time an officer of WiseTech within the meaning of section 9 of the Corporations Act and Listing Rule 19.12, (each being a **WiseTech Officer**),

(b) information of which any WiseTech Officer became aware, or which ought reasonably to have come into his or her possession in the course of the performance of his or her duties as an officer of WiseTech, was information of which WiseTech was aware (as aware is defined within the meaning of r 19.12 of the ASX Listing Rules).

B.2 Logistics Software

29. At all material times, WiseTech carried on business globally as a logistics management software provider.

30. At all material times, WiseTech provided a software product described as CargoWise on a platform system to various customers which was designed to manage logistics and freighting operations (**CargoWise**).

Particulars

*(i) According to a prospectus issued by WiseTech on about ~~17 March 2016~~ 11 April 2016 (**Prospectus**), the CargoWise product is a:*

> *"global, deeply integrated software platform that enables logistics service providers to facilitate the movement and storage of goods and information domestically and internationally.*
>
> *Our [CargoWise] platform contains industry-specific software modules to execute logistics services (such as freight forwarding, customs clearance, warehousing, liner and unpack, track and trace and many aspects of domestic and cross-border regulatory compliance) and enterprise-wide software modules (such as accounting and reporting, customer relationship management document management, and human capital management) that help our customers manage their domestic, regional and global businesses.*
>
> *…*
>
> *We provide our software solutions to over 6,000 logistics service provider customers for use by approximately 150,000 module users across [CargoWise] and acquired legacy platforms.*
>
> *…*

We provide our software solutions as a service to customers who can access the software as needed. This is referred to as Software-as-a-Service or SaaS. We centrally host our software and our customers pay for their use of the software, and are billed predominantly monthly, primarily based on usage under an On-Demand licence model without any significant upfront licence fees."

(pages 9 and 10) (PLT.001.001.0068_0009-0010).

WiseTech also refers to CargoWise as "CargoWise One" or "CW1".

~~*(ii) Further particulars may be provided following discovery.*~~

C. GROWTH STRATEGY, ACQUISITIONS AND INTEGRATION

CA.1 WiseTech Growth Strategy

30A. On or about 11 April 2016, WiseTech listed on the ASX (**Listing Date**).

30B. At all relevant times from at least FY15 until the end of the Relevant Period, WiseTech employed a growth strategy intended to increase, inter alia, revenue (**Growth Strategy**).

30C. The Growth Strategy was based on five key components, which included:

(a) expanding the CargoWise platform through innovation (**CargoWise Innovation Strategy**);

Particulars

(i) The plaintiff refers to the following statement in WiseTech's Prospectus:

"The core of our growth strategy is relentless product development and investment in innovation to expand our CargoWise One platform…We plan to regularly upgrade and expand our CargoWise One platform to broaden our product offering and expand our addressable market,"

(PLT.001.001.0068_0049)

(b) enabling greater usage of the CargoWise platform by existing customers;

(c) increasing the number of customers and users using the CargoWise platform;

(d) stimulating network effects; and

(e) accelerating execution of the Growth Strategy through acquisitions,

(**Acquisition Strategy**).

Particulars

(i) The plaintiff refers to:

(A) and repeats paragraph 32 below, and the particulars to that paragraph; and

(B) the following statement in WiseTech's Prospectus:

"To accelerate the execution of our strategy and growth we make strategic acquisitions of logistics software providers. We use acquisitions to enter new geographies and enter new areas of logistics execution. We buy to acquire customers, compliance capabilities and skilled employees with technical knowledge and we integrate these onto our global CargoWise One platform over time"

(PLT.001.001.0068_0049)

(C) the following statement in the Prospectus:

"When considering acquisitions, we look for one or more of the following characteristics:

…

- *New, complex, adjacent competencies that allow us to acquire specialist market knowledge to support product development"*

(PLT.001.001.0068_0051)

C.1 WiseTech Acquisition Strategy

31. [Not Used] ~~On or about 11 April 2016, WiseTech listed on the ASX (**Listing Date**).~~

32. At all material times from at least FY15 to the end of the Relevant Period (the release of WiseTech's 1H20 financial results on 19 February 2020 (**1H20 Results**)), WiseTech had in place the Acquisition Strategy, which was a strategy of increasing organic earnings growth by, inter alia, acquiring and integrating businesses that:

(a) expanded the geographic areas in which it offered its existing services; or

(b) provided technologies in which WiseTech had no or limited existing operations prior to the acquisition (**Adjacencies**).

~~(**Acquisition Strategy**).~~

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery~~ The plaintiff refers to the following matters:

(A.1) paragraph 30C(e) above and the particulars to that paragraph.

(A) *Due to a phase out of a One-Time Licence fee model after 2012, at all material times most of WiseTech's revenue derived from an On-Demand Licence model (98% by FY2019). Under that model, customers pay a per-user, per-model, per-month (and/or per-transaction) fee (presentation released and published to the ASX by WiseTech on 21 August 2019 titled "WiseTech Global FY19 Results Investor briefing material" (**FY19 Results Presentation**), page 32) (WTC.001.056.0784_0032).*

(B) *According to WiseTech's Prospectus dated 11 April 2016, page 11 (PLT.001.001.0068_0012):*

(1) *WiseTech used 'accelerating execution of strategy and growth through acquisitions' to allow it to 'enter new regions (acquiring customers, compliance capabilities and skilled employees with technical knowledge)';*

(2) *WiseTech planned 'to integrate these acquired customers onto our global CargoWise One platform over time'.*

(C) *During the period from FY15 to the end of the Relevant Period, WiseTech acquired approximately 40 companies, as alleged in paragraphs 33 to 72 below.*

(D) *Acquisitions in FY18 and FY19 accounted for 32% and 39% of WiseTech's revenue growth for those years, respectively.*

(ii) *The plaintiff refers to the following statement in an announcement published and released to the ASX by WiseTech on 21 August 2019 titled "WTC continued strong growth, revenue up 57%, NPAT up 33% (**FY19 Results Announcement**), which stated that:*

> *"[i]n expanding geographically, we buy into market positions that would take years to build, and we then integrate the acquired industry and developer talent and customers over time to accelerate our organic growth. We further utilise acquisitions in key adjacent technologies to facilitate our development of globally scalable innovations, to fuel the convergence of technologies that add to our next generation of automations and machine learning and to grow and enhance our extensive global data and transaction sets." (page 5) (WTC.001.089.9149_0004).*

(iii) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *WiseTech defined "Adjacencies" in an announcement published and released to the ASX dated 22 August 2018 and titled 'WiseTech Global FY18 Results Investor Briefing Materials – 22 August 2018", page 8) (WTC.001.001.1237_0008).*

~~*(iv) Further particulars may be provided following discovery.*~~

C.2 WiseTech Global Customs and Foothold Acquisitions

Acquisitions in FY15

33. On or about 16 March 2015, WiseTech acquired the trading assets of Shenzhen Zsoft Software Development Company Limited (**Zsoft**) for a total maximum consideration of $6.8m AUD, which:

(a) provided logistics management software for small to medium sized enterprises (**SMEs**) for freight forwarding; and

(b) principally operated in the People's Republic of China.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery~~The plaintiff says that:

(A) Zsoft:

(1) offered freight forwarding software as a service; and

*(2) was described by WiseTech as a "global customs and foothold" acquisition, and the plaintiff refers to the announcement that WiseTech published and released to the ASX on 19 February 2020 titled 'WTC 1H20 Results investor presentation' dated 19 February 2020 (**1H20 Results Presentation**), page 53 (WTC.001.052.6856_0052).*

(B) WiseTech agreed to pay a total maximum consideration amount ~~contingent consideration~~ for the Zsoft acquisition of RMB 31m ($6.~~6~~8m AUD), ~~with~~including ~~such~~ a maximum of RMB 29m ($6.6m AUD) contingent consideration payments falling due and payable by 31 December 2017 on the attainment of post-acquisition metrics (PLT.001.001.0337_0066).

(C) the contingent consideration was triggered by milestones including the successful integration of Zsoft customers into CargoWise.

(ii) ~~So far as the plaintiff is able to say prior to discovery, a~~A "global customs and foothold" company was acquired for the purpose of WiseTech establishing a business presence in the jurisdiction of the entity acquired.

~~(iii) Further particulars may be provided following discovery.~~

34. On or about 1 June 2015, WiseTech acquired Core Freight Systems Limited (**Core Freight**), which:

(a) provided logistics software for freight transport; and

(b) principally operated in Southern Africa, or out of South Africa.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Core Freight:

(A) offered logistics software for freight forwarding; and

(B) was described by WiseTech as a "global customs and foothold" acquisition, (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

*(ii) WiseTech 2016 Annual Report published to the ASX on 30 September 2016 (**2016 Annual Report**), page 65 (PLT.001.001.0337_0066).*

(iii) Media release published on 12 October 2015 by WiseTech titled 'WiseTech Global Announces Union with Core Freight Systems' (https://www.wisetechglobal.com/news/wisetech-global-announces-union-with-core-freight-systems/) (PLT.001.001.0466).

~~(iv) Further particulars may be provided following discovery.~~

Acquisitions in FY16

35. On ~~or about~~ 31 July 2015 and 4 September 2015 respectively, WiseTech acquired a 51% and then a 100% holding in Compu-Clearing Outsourcing Limited (**CCL**), which:

(a) carried on a business as a software vendor; and

(b) principally operated in South Africa.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ CCL:

(A) offered customs clearing software as a service; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

(ii) ~~WiseTech 2016 Annual Report published to the ASX on 30 September 2016 (~~2016 Annual Report~~), pages 15 and 63 (PLT.001.001.0337_0016 and _0064).

~~(iii) Further particulars may be provided following discovery.~~

36. On or about 30 April 2016, WiseTech acquired Cargo Community Network Pty Ltd (**CCN Australia**), which:

(a) carried on business as an airline messaging distributor; and

(b) principally operated in Australia and New Zealand.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ CCN Australia offered software as a service for airline messaging and data integration for the cargo operations of Airlines operating in Australia and New Zealand.

(ii) ~~WiseTech 2016 Annual Report published to the ASX on 30 September 2016 (~~2016 Annual Report~~), page 64 (PLT.001.001.0337_0065).

(iii) Media release published by WiseTech on 3 May 2016 titled 'WiseTech Global Acquires CCN Australia, Distributor of CCN – A Strategic Link in Air Cargo Technology', page 1 (PLT.001.001.0463).

~~(iv) Further particulars may be provided following discovery.~~

Acquisitions in FY17

37. On or about 31 January 2017, WiseTech acquired znet Group GmbH (**znet**), which:

(a) provided logistics software solutions for customs management; and

(b) operated out of Germany.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ znet:

(A) provided software for customs clearing solutions in Germany; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

*(ii) WiseTech 2017 Annual Report published to the ASX on 25 September 2017 (**2017 Annual Report**), page 68 (PLT.001.001.0340_0069).*

(iii) Media release published by WiseTech on 30 January 2017 titled 'Global Logistics Software Group, WiseTech Global, Acquires German Customs Solutions Provider, znet Group GmbH', page 1 (https://www.wisetechglobal.com/es-es/news/global-logistics-software-group-wisetech-global-acquires-

german-customs-solutions-provider-znet-group-gmbh/) (PLT.001.001.0464).

~~*(iv) Further particulars may be provided following discovery.*~~

38. On or about 9 February 2017, WiseTech acquired ACO Informatica S.r.l. (**ACO**), which:

(a) provided customs and logistics software for customs compliance and customs warehouse solutions; and

(b) operated out of Italy.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *ACO:*

(A) offered software that provided for customs compliance and customs warehouse solutions; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

(ii) Media release published by WiseTech on 9 February 2017 titled 'Global Logistics Software Group, WiseTech Global, Acquires Italian customs solutions provider, ACO Informatica, page 1 (https://www.wisetechglobal.com/news/global-logistics-software-group-wisetech-global-acquires-italian-customs-solutions-provider-aco-informatica/) (PLT.001.001.0465).

~~*(iii) Further particulars may be provided following discovery.*~~

Acquisitions in FY18

39. On or about 1 August 2017, WiseTech acquired BySoft Solucoes em Sistemas Para Comercio Exterior Ltda (**Bysoft**), which:

(a) provided automated customs and freight forwarding software and solutions for the logistics industry across Brazil; and

(b) operated out of Brazil.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *Bysoft:*

(A) offered software that provided for customs and freight forwarding; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

*(ii) WiseTech 2018 Annual Report published to the ASX on 28 September 2018 (**2018 Annual Report**), page 37 (WTC.001.060.0796_0038).*

(iii) Media release published by WiseTech on 5 July 2017 titled 'WiseTech Global to acquire Brazil's largest customs solution provider, Bysoft', page 1 (https://www.wisetechglobal.com/news/wisetech-global-to-acquire-brazil-s-largest-customs-solution-provider-bysoft/) (PLT.001.001.0486).

~~(iv) Further particulars may be provided following discovery.~~

40. On or about 31 August 2017, WiseTech acquired Prolink (**Prolink**), which:

(a) provided software for customs and forwarding; and

(b) operated out of Taiwan.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Prolink:

(A) offered software that provided for logistics customs clearing and forwarding; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release published by WiseTech on 11 August 2017 titled 'WiseTech Global acquires leading Taiwanese forwarding and customs solutions provider, Prolink, page 1 (https://www.wisetechglobal.com/news/wisetech-global-acquires-leading-taiwanese-forwarding-and-customs-solutions-provider-prolink/) (PLT.001.001.0478).

~~(iv) Further particulars may be provided following discovery.~~

41. On or about 31 January 2018, WiseTech acquired ABM Data Systems (**ABM**), which:

(a) provided software for customs clearance; and

(b) was ~~domiciled~~ headquartered in the Republic of Ireland but ~~carried on business in various EU States~~ provided customs clearance software accredited for use in the United Kingdom, Belgium, Ireland, the Netherlands, Switzerland, Sweden and Germany.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ ABM:

(A) was a developer of customs clearance software headquartered in Dublin, Ireland, but the provider of customs clearance technology accredited for use in the United Kingdom, Belgium, Ireland, the Netherlands, Switzerland, Sweden and Germany; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, pages 37 and 82 (WTC.001.060.0796_0038 and _0083).

(iii) Media release issued by WiseTech on 20 December 2017 titled 'WiseTech Global acquires ABM Data Systems and Customs Matters'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-abm-data-systems-and-customsmatters/) (WTC.001.188.5789).

~~(iv) Further particulars may be provided following discovery.~~

42. On or about 31 January 2018, WiseTech acquired ~~CustomsMatters~~ Cargo Community Systems Limited (**CustomsMatters**), which:

(a) provided customs clearance software;

(b) principally operated in the Republic of Ireland and Northern Ireland.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ CustomsMatters:

(A) provided customs clearance software in the Republic of Ireland and Northern Ireland; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, pages 37 and 82 (WTC.001.060.0796_0038 and _0083).

(iii) Media release issued by WiseTech on 20 December 2017 titled 'WiseTech Global acquires ABM Data Systems and Customs Matters'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-abm-data-systems-and-customsmatters/) (WTC.001.188.5789).

~~(iv) Further particulars may be provided following discovery.~~

43. On or about 28 February 2018, WiseTech acquired Intris N.V. (**Intris**), which:

(a) provided freight forwarding, customs and warehouse management technology; and

(b) operated primarily in Belgium.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Intris:

(A) provided software for freight forwarding, customs and warehouse management for customers in Belgium and the Netherlands; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release issued by WiseTech on 7 February 2018 titled 'WiseTech Global acquires Belgian logistics solutions provider, Intris'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-belgian-logistics-solutions-provider-intris/) (PLT.001.001.0468).

~~(iv) Further particulars may be provided following discovery.~~

44. On or about 31 March 2018, WiseTech acquired LSP Solutions B.V. (**LSP**), which:

(a) provided logistics software for customs clearance, bonded warehouse administration and warehouse management; and

(b) operated primarily in the Netherlands.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ LSP:

(A) provided software for customs compliance management, bonded warehouse administration, contract logistics and warehouse management for customers in the Netherlands; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release issued by WiseTech on 13 March 2018 titled 'WiseTech Global acquires Netherlands-based logistics software provider, LSP Solutions'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-netherlands-based-logistics-software-provider-lsp-solutions/) (PLT.001.001.0470).

~~*(iv) Further particulars may be provided following discovery.*~~

45. On or about 1 May 2018, WiseTech acquired ~~PB & Associates~~ Posbeyikian Butcher y Asociados S.R.L. (**Forward**), which:

(a) provided software for freight forwarding, accounting and compliance software in Latin America; and

(b) principally operated in Argentina.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery~~, Forward:

(A) provided freight forwarding management, accounting and compliance software throughout Latin America; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release issued by WiseTech on 23 April 2018 titled 'WiseTech Global acquires three leading logistics solution providers across Latin America and Europe'

(https://www.wisetechglobal.com/pt-br/news/wisetech-global-acquires-three-leading-logistics-solution-providers-across-latin-america-and-europe/) (PLT.001.001.0482).

~~*(iv) Further particulars may be provided following discovery.*~~

46. On or about 1 May 2018, WiseTech acquired Softcargo (comprising the entities Eyalir S.A., Ilun S.A. and Softcargo Chile SpA) (**Softcargo**), which:

(a) provided software for freight forwarding, accounting, tracking and fleet management in Latin America; and

(b) principally operated in Uruguay.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Softcargo:

(A) provided software for freight forwarding, accounting, tracking and fleet management in Uruguay; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 54) (WTC.001.052.6856_0053).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release issued by WiseTech on 23 April 2018 titled 'WiseTech Global acquires three leading logistics solution providers across Latin America and Europe'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-three-leading-logistics-solution-providers-across-latin-america-and-europe/) (PLT.001.001.0482).

~~(iv) Further particulars may be provided following discovery.~~

47. On or about 1 May 2018, WiseTech acquired Easylog SAS (**Easylog**), which:

(a) provided customs clearance software and tracking software; and

(b) principally operated out of France.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Easylog:

(A) provided software for customs clearance and tracking software; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 55) (WTC.001.052.6856_0054).

(ii) 2018 Annual Report, page 37 (WTC.001.060.0796_0038).

(iii) Media release issued by WiseTech on 23 April 2018 titled 'WiseTech Global acquires three leading logistics solution providers across Latin America and Europe'

(https://www.wisetechglobal.com/pt-br/news/wisetech-global-acquires-three-leading-logistics-solution-providers-across-latin-america-and-europe/) (PLT.001.001.0482).

~~*(iv) Further particulars may be provided following discovery.*~~

Acquisitions in FY19

48. On or about 2 July 2018, WiseTech acquired Ulukom Bilgisayar Yazılım Donanım Danışmanlık ve Ticaret AŞ (**Ulukom**), which:

(a) provided logistics software solutions for customs forwarding, freight forwarding and warehouse solutions; and

(b) principally operated out of Turkey.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Ulukom:

(A) provided software for customs clearance and tracking software; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 55) (WTC.001.052.6856_0054).

*(ii) WiseTech 2019 Annual Report published to the ASX on 25 September 2019 (**2019 Annual Report**), pages 41 and 89 (WTC.001.110.1701_0042 and _0090).*

(iii) Media release issued by WiseTech on 17 May 2018 'WiseTech Global acquires Turkish logistics and customs solutions provider, Ulukom'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-turkish-logistics-and-customs-solutions-provider-ulukom/) (PLT.001.001.0473).

~~*(iv) Further particulars may be provided following discovery.*~~

49. On or about 2 July 2018, WiseTech acquired Fenix Data Systems Inc (**Fenix**), which:

(a) provided secure messaging software; and

(b) principally operated out of Canada.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Fenix:

(A) provided cloud-based customs compliance solutions; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 55) (WTC.001.052.6856_0054).

(ii) 2019 Annual Report, pages 41 and 88 (WTC.001.110.1701_0042 and _0089).

(iii) Media release issued by WiseTech on 8 June 2018 'WiseTech Global acquires Canadian customs solutions provider, Fenix'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-canadian-customs-solutions-provider-fenix/) (PLT.001.001.0469).

~~(iv) Further particulars may be provided following discovery.~~

50. On or about 2 October 2018, WiseTech acquired Taric (comprising the entities Taric Canarias S.A., Taric S.A.U. and Taric Trans S.L) (**Taric**), which:

(a) provided customs management services; and

(b) principally operated out of Spain.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Taric:

(A) provided customs management software, including regulatory and tariff services, consultancy and training, process control, and documentation management services; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 55) (WTC.001.052.6856_0054).

(ii) 2019 Annual Report, pages 41 and 89 (WTC.001.110.1701_0042 and _0090).

(iii) Media release issued by WiseTech on 9 August 2018 'WiseTech Global acquires leading Spanish customs solutions provider, Taric'.

(https://www.wisetechglobal.com/news/wisetech-global-acquires-leading-spanish-customs-solutions-provider-taric/) (PLT.001.001.0477).

~~(iv) Further particulars may be provided following discovery.~~

51. On or about 19 September 2018, WiseTech acquired the assets of Multi-consult (**Multi-consult**), which:

(a) provided logistics software solutions for customs forwarding; and

(b) operated out of Italy.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery~~, Multi-consult:

(A) offered software that provided for logistics customs clearing; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 53) (WTC.001.052.6856_0052).

(i.a) 2019 Annual Report, page 90 (WTC.001.110.1701_0091).

~~(ii) Further particulars may be provided following discovery.~~

52. On or about 1 November 2018, WiseTech acquired ~~DataFreight~~ LSI Sigma Software Limited (**DataFreight**), which:

(a) provided customs, freight forwarding and warehouse management software; and

(b) principally operated out of the United Kingdom.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery~~ DataFreight:

(A) provided integrated logistics solutions, including software for HMRC customs and freight forwarding software; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 55) (WTC.001.052.6856_0054).

(ii) 2019 Annual Report, pages 41 and 89 (WTC.001.110.1701_0042 and 0090).

(iii) Media release issued by WiseTech on 16 October 2018 'WiseTech Global acquires UK logistics management software provider, DataFreight' (https://www.wisetechglobal.com/news/wisetech-global-acquires-uk-logistics-management-software-provider-datafreight/) (PLT.001.001.0474).

~~(iv) Further particulars may be provided following discovery.~~

53. On or about 1 November 2018, WiseTech acquired CargoIT i Skandinavien AB (**CargoIT**), which:

(a) provided customs management software; and

(b) principally operated out of Sweden.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ CargoIT:

(A) provided customs management, freight forwarding, warehouse and transport software and services; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 56) (WTC.001.052.6856_0055).

(ii) 2019 Annual Report, pages 41 and 89 (WTC.001.110.1701_0042 and _0090).

(iii) Media release issued by WiseTech on 31 October 2018 'WiseTech Global acquires Swedish customs and logistics solutions provider, CargoIT' (https://www.wisetechglobal.com/ja-jp/news/wisetech-global-acquires-swedish-customs-and-logistics-solutions-provider-cargoit/) (PLT.001.001.0472).

~~(iv) Further particulars may be provided following discovery.~~

54. On or about 1 February 2019, WiseTech acquired Systema AS (**Systema**), which:

(a) provided ~~secure messaging software~~ customs and logistics management solutions from its core software platform SYSPED; ~~and~~

(b) ~~principally operated out of~~ was headquartered in Oslo, Norway; and ~~Denmark.~~

(c) had customers in at least Norway, Sweden and Denmark.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Systema:

(A) provided customs and logistics management software in Norway and Denmark; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 56) (WTC.001.052.6856_0055).

(ii) 2019 Annual Report, page 41 (WTC.001.110.1701_0042).

(iii) Media release issued by WiseTech on 31 January 2019 'WiseTech Global acquires Norwegian customs solutions provider, Systema' (https://www.wisetechglobal.com/de-de/news/wisetech-global-acquires-norwegian-customs-solutions-provider-systema/) (WTC.001.188.5790).

~~*(iv) Further particulars may be provided following discovery.*~~

Acquisitions in FY20

55. On or about 31 December 2019, WiseTech acquired Ready Korea Co. Ltd. (**Ready Korea**), which:

(a) provided software for cross-border customs; and

(b) principally operated out of South Korea.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Ready Korea:

(A) provided cross border compliance software for electronic transactions with Korean Customs; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 56) (WTC.001.052.6856_0055).

*(ii) WiseTech 2020 Annual Report published to the ASX on 15 October 2020 (**2020 Annual Report**), pages 98 and 118 (WTC.001.154.4596_0099 and _0119).*

(iii) Media release issued by WiseTech on 9 December 2019 'WiseTech Global acquires South Korean customs solutions provider, Ready Korea'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-south-korean-customs-solutions-provider-ready-korea/) (PLT.001.001.0489).

~~*(iv) Further particulars may be provided following discovery.*~~

56. On or about ~~7 January~~ 3 February 2020, WiseTech acquired SISA Studio Informatica SA (**SISA**), which:

(a) provided customs and logistics software; and

(b) principally operated out of Switzerland.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ SISA:

(A) provided software for customs and logistics, including customs clearance, freight forwarding and bonded warehouse management; and

(B) was described by WiseTech as a "global customs and foothold" acquisition (1H20 Results Presentation, page 56) (WTC.001.052.6856_0055).

(i.a) 2020 Annual Report, page 98 (WTC.001.154.4596_0099).

(ii) Media release issued by WiseTech on 7 January 2020 'WiseTech Global acquires leading logistics solutions provider in Switzerland, SISA Studio Informatica SA'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-leading-logistics-solutions-provider-in-switzerland-sisa-studio-informatica-sa//) (PLT.001.001.0480).

~~(iii) Further particulars may be provided following discovery.~~

C.3 WiseTech Adjacencies acquisitions

Acquisitions in FY17

57. On ~~or about 18 August~~ 1 July 2016, WiseTech acquired a controlling interest of a group of entities, being Softship AG (**Softship**), and later on 1 August 2016, 30 June 2017 and 30 June 2018, had obtained a majority shareholder stake of 50.01%, 76.97% and 95.1%, respectively. During FY19, WiseTech obtained 100% of Softship's shares on issue. Softship~~which~~:

(a) provided logistics software solutions to the global sea-freight industry;

(b) was listed on the Frankfurt Stock Exchange; and

(c) operated out of Germany.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Softship:

(A) offered software that provided for logistics of moving containers for cargo ships; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) Announcement published and released to the ASX by WiseTech on 1~~7~~ August 2016 titled 'WiseTech Global confirms 50.01% majority stake in Softship AG' (PLT.001.001.0488).

(iii) Media article published by Reuters titled 'WiseTech [sic] Global announces offer to acquire Softship AG' on 17 August 2017 (PLT.001.001.0487).

(iii.a) 2016 Annual Report, page 19 (PLT.001.001.0337_0020).

(iii.b) 2017 Annual Report, pages 66 to 68, 82 and 86 (PLT.001.001.0340_0067 to 0069, 0083 and 0087).

~~(iv) Further particulars may be provided following discovery.~~

Acquisitions in FY18

58. On or about 26 July 2017, WiseTech acquired the assets of Tradefox (**Tradefox**), which:

(a) provided reference data, tariff research and compliance tools; and

(b) principally operated out of Australia.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Tradefox:

(A) was a tariff research and compliance tools provider utilised by the Australian customs broking community; and

(B) was described by WiseTech as a technology "adjacency" acquisition (2018 Annual Report, pages 5 and 38) (WTC.001.060.0796_0006 and _0039).

~~(ii) Further particulars may be provided following discovery.~~

59. On or about 9 August 2017, WiseTech acquired the assets of Digerati (**Digerati**), which:

(a) provided tariff research and compliance tools; and

(b) principally operated out of Australia.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Digerati:

(A) was a tariff research and compliance tools provider utilised by the Australian customs broking community; and

(B) was described by WiseTech as a technology "adjacency" acquisition (2018 Annual Report,

pages 5 and 38) (WTC.001.060.0796_0006 and _0039).

~~(ii) Further particulars may be provided following discovery.~~

60. On or about 31 August 2017, WiseTech acquired CMS Transport Systems Pty Ltd (**CMS**), which:

(a) provided integrated road transport and logistics management software; and

(b) principally operated out of Australia and New Zealand.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ CMS:

(A) provided integrated road and transport logistics management software; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) 2018 Annual Report, pages 38 and 82 (WTC.001.060.0796_0039 and _0083).

(iii) Media release issued by WiseTech on 14 August 2017 'WiseTech Global acquires Australasian land transport solution provider, CMS'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-australasian-land-transport-solution-provider-cms) (PLT.001.001.0467).

~~(iv) Further particulars may be provided following discovery.~~

61. On or about 12 September 2017, WiseTech acquired Cargoguide International B.V. (**Cargoguide**), which:

(a) provided global air freight rate management solutions and services; and

(b) was headquartered in the Netherlands and provided its services globally.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Cargoguide:

(A) offered global air freight software and services; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) Media release issued by WiseTech on 12 September 2017 'WiseTech Global acquires two leading global rate

management solution providers, Cargoguide and CargoSphere'
(https://www.wisetechglobal.com/news/wisetech-global-acquires-two-leading-global-rate-management-solution-providers-cargoguide-and-cargosphere)
(PLT.001.001.0483).

(ii.a) 2018 Annual Report, page 38 (WTC.001.060.0796_0039).

~~*(iii) Further particulars may be provided following discovery.*~~

62. On or about 29 September 2017, WiseTech acquired ~~CargoSphere~~ Planet Traders Inc. (**CargoSphere**), which:

(a) provided global ocean freight rate management software and services; and

(b) was headquartered in the United States and provided its services globally.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *CargoSphere:*

(A) offered global ocean freight software and services; and

(B) was described by WiseTech to be an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) 2018 Annual Report, pages 38 and 82 (WTC.001.060.0796_0039 and _0083).

(iii) Media release issued by WiseTech on 12 September 2017 'WiseTech Global acquires two leading global rate management solution providers, Cargoguide and CargoSphere'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-two-leading-global-rate-management-solution-providers-cargoguide-and-cargosphere)
(PLT.001.001.0483).

~~*(iv) Further particulars may be provided following discovery.*~~

63. On or about 1 February 2018, WiseTech acquired the entities Microlistics International Pty Ltd and Microlistics Pty Ltd (together **Microlistics**), which:

(a) provided warehouse management software and services; and

(b) had customers in the Asia Pacific, Middle East and North America.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Microlistics:

(A) offered warehouse management solutions encompassing enterprise, express, cold storage and third-party logistics; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) 2018 Annual Report, pages 38 and 82 (WTC.001.060.0796_0039 and _0083).

(iii) Media release issued by WiseTech on 13 December 2017 'WiseTech Global acquires warehouse management solutions provider, Microlistics'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-warehouse-management-solutions-provider-microlistics/) (PLT.001.001.0484).

~~(iv) Further particulars may be provided following discovery.~~

Acquisitions in FY19

64. On or about 2 July 2018, WiseTech acquired the assets of SaaS Transportation (**SaaS Transportation**), which:

(a) provided ~~parcel shipping software and/or~~ "Less than Truckload" transport management software; and

(b) principally operated out of the United States.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ SaaS Transportation:

(A) offered software for Less Than ~~[a]~~ Truckload (LTL) shipping; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) 2018 Annual Report, page 38 (WTC.001.060.0796_0039).

(ii.a) 2019 Annual Report, page 90 (WTC.001.110.1701_0091).

(iii) Media release issued by WiseTech on 28 May 2018 'WiseTech Global acquires US specialist LTL TMS provider, SaaS Transportation'

(https://www.wisetechglobal.com/fr-fr/news/wisetech-global-acquires-us-specialist-ltl-tms-provider-saas-transportation/) (PLT.001.001.0462).

~~(iv) Further particulars may be provided following discovery.~~

65. On or about 2 July 2018, WiseTech acquired Pierbridge Holdings Inc. (**Pierbridge**), which:

(a) provided parcel shipping transportation software; and

(b) principally operated out of the United States.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Pierbridge:

(A) offered parcel shipping transportation management software; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 57) (WTC.001.052.6856_0056).

(ii) 2018 Annual Report, page 38 (WTC.001.060.0796_0039).

(iii) Media release issued by WiseTech on 20 June 2018 'WiseTech Global acquires US parcel shipping TMS provider, Pierbridge' (https://www.wisetechglobal.com/news/wisetech-global-acquires-us-parcel-shipping-tms-provider-pierbridge/) (PLT.001.001.0476).

~~(iv) Further particulars may be provided following discovery.~~

66. On or about 1 October 2018, WiseTech acquired the assets of Trinium Technologies (**Trinium**), which:

(a) provided intermodal trucking transportation management software; and

(b) principally operated out of the United States and Canada.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Trinium:

(A) provided trucking transportation management software in the United States and Canada; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(ii) 2019 Annual Report, pages 42 and 90 (WTC.001.110.1701_0043 and _0091).

(iii) Media release issued by WiseTech on 15 August 2018 'WiseTech Global acquires US intermodal trucking TMS provider, Trinium'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-us-intermodal-trucking-tms-provider-trinium/) (PLT.001.001.0475).

~~*(iv) Further particulars may be provided following discovery.*~~

67. On or about 8 October 2018, WiseTech acquired Tankstream Systems Pty Ltd (**Tankstream**), which:

(a) was a learning management system provider; and

(b) principally operated out of Australia.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *Tankstream:*

(A) was a learning management system provider; and

(B) was an "adjacency" acquisition (2019 Annual Report, page 42) (WTC.001.110.1701_0043)

(i.a) 2019 Annual Report, page 88 (WTC.001.110.1701_0089).

~~*(ii) Further particulars may be provided following discovery.*~~

68. On or about 1 November 2018, WiseTech acquired IFS Global Holdings (**SmartFreight**), which:

(a) provided parcel and 'less than a truckload' shipping software; and

(b) ~~principally operated out of~~ was headquartered in Australia and had customers and distribution networks in Australia, New Zealand, the United Kingdom, Ireland, South Africa and Asia.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *SmartFreight:*

(A) offered software that allowed its customers to securely message each other; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(ii) 2019 Annual Report, page 90 (WTC.001.110.1701_0091).

(iii) Media release issued by WiseTech on 17 October 2018 'WiseTech Global acquires Parcel shipping and LTL TMS solution provider, SmartFreight'

(https://www.wisetechglobal.com/ko-kr/news/wisetech-global-acquires-parcel-shipping-and-ltl-tms-solution-provider-smartfreight) (WTC.001.188.5791).

~~*(iv) Further particulars may be provided following discovery.*~~

69. On or about ~~25 February~~ 1 April 2019, WiseTech acquired a group of entities, being Containerchain (**Containerchain**), which:

(a) provided container and container depot solutions; and

(b) principally operated out of Singapore with operations in the Asia Pacific, the EU and the United States.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *Containerchain:*

(A) offered services for container depot operations, road transporters, container terminals, warehouses and shipping lines; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(ii) Media release issued by WiseTech on 25 February 2019 'WiseTech Global acquires leading container solutions provider, Containerchain'

(https://www.wisetechglobal.com/fr-fr/news/wisetech-global-acquires-leading-container-solutions-provider-containerchain/) (PLT.001.001.0479).

(ii.a) 2019 Annual Report, pages 42 and 90 to 91 (WTC.001.110.1701_0043 and _0091 to _0092).

~~*(iii) Further particulars may be provided following discovery.*~~

70. On or around ~~29 April~~ 1 May 2019, WiseTech acquired ~~Xware~~ X Ware Aktiebolag (**Xware**), which:

(a) provided secure messaging software; and

(b) principally operated out of Sweden.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery,*~~ *Xware:*

(A) offered secure messaging software for information and data sharing; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(ii) Media release issued by WiseTech on 29 April 2019 'WiseTech Global messaging solutions provider, Xware' (https://www.wisetechglobal.com/news/wisetech-global-acquires-messaging-solutions-provider-xware/) (PLT.001.001.0485).

(ii.a) 2019 Annual Report, pages 42 and 89 to 90 (WTC.001.110.1701_0043 and _0090 to _0091).

~~*(iii) Further particulars may be provided following discovery.*~~

Acquisitions in FY20

71. ~~At a time presently not known to the plaintiff but during 1H20,~~ On or about 16 September 2019, WiseTech acquired the assets of Cypress (**Cypress**), which:

(a) was a machine learning mobile application development business and a tariff management software provider in the United States; and

(b) principally operated out of Armenia.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Cypress:

(A) developed Artificial Intelligence mobile applications; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(i.a) 2020 Annual Report, page 98 (WTC.001.110.1701_0099).

~~*(ii) Further particulars may be provided following discovery.*~~

72. On or about ~~19 August~~ 1 October 2019, WiseTech acquired the assets of Depot Systems (**Depot Systems**), which:

(a) provided container yard and terminal management software; and

(b) principally operated out of the United States of America.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ Depot Systems:

(A) offered software for container yard and terminal management; and

(B) was described by WiseTech as an "adjacency" acquisition (1H20 Results Presentation, page 58) (WTC.001.052.6856_0057).

(ii) Media release issued by WiseTech on 19 August 2019 'WiseTech Global acquires logistics solutions company, Depot Systems'

(https://www.wisetechglobal.com/news/wisetech-global-acquires-logistics-solutions-company-depot-systems/) (PLT.001.001.0481).

(ii.a) 2020 Annual Report, page 98 (WTC.001.154.4596_0099).

~~(iii) Further particulars may be provided following discovery.~~

C.4 Unconditional costs and contingent consideration

73. By reason of the matters in paragraphs 33 to 72 above, between FY15 and the end of the Relevant Period, as part of the Acquisition Strategy:

(a) WiseTech acquired control of or interests in approximately 40 companies; and

Particulars

(i) The plaintiff refers to and repeats the particulars to paragraphs 33 to 72 and Annexure C.

(i.a) ~~So far as the plaintiff is able to say prior to discovery, t~~The following acquisitions (referred to in Annexure C to this Second Further Amended Statement of Claim) were acquisitions in which WiseTech acquired the assets, or some of the assets, of the target company:

(A) Zsoft

(B) Tradefox

(C) Digerati

(D) Prolink

(E) Forward

(F) SaaS Transportation

(G) Multi-consult

(H) Trinium

(I) Cypress

(J) Depot Systems.

(ii.a) ~~So far as the plaintiff is able to say prior to discovery, t~~The remaining acquisitions set out in Annexure C to this Second Further Amended Statement of Claim were acquisitions in which WiseTech acquired a controlling equity interest in the target company.

~~(ii) Further particulars may be provided following discovery.~~

(b) of those 40 acquisitions:

(i) two had occurred in FY15, with total announced unconditional consideration for those acquisitions of approximately $5.88m;

(ii) two had occurred in FY16, with total announced unconditional consideration for those acquisitions of approximately $26.8m;

(iii) three had occurred in FY17, with total announced unconditional consideration for one of those acquisitions of approximately $30.8 million and, in respect of two of those acquisitions, approximate unconditional consideration of €7.2 million;

Particulars

(i) The plaintiff refers to Annexure C.

~~(ii) Further particulars may be provided following discovery.~~

(iv) 15 had occurred in FY18, with total announced unconditional consideration for those acquisitions of approximately $90.5 million and, in respect of one of the acquisitions, approximate unconditional consideration of €3.2 million; and

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ WiseTech acquired 15 entities or acquired interests in 15 entities in FY18 but announced the unconditional costs component in relation to 11 of those acquisitions.

(ii) The plaintiff refers to Annexure C.

~~(iii) particulars may be provided following discovery.~~

(v) 14 had occurred in FY19, with total announced unconditional consideration for those acquisitions of approximately $252.4 million.

Particulars

(i) The plaintiff refers to Annexure C.

~~(ii) Further particulars may be provided following discovery.~~

(vi) four had occurred in FY20, with total announced unconditional consideration for those acquisitions of approximately $33.1 million.

Particulars

(i) So far as the plaintiff is able to say prior to discovery, WiseTech acquired 4 entities or interests in 4 entities in FY20 but announced the unconditional costs component in relation to 3 of those acquisitions.

(ii) The plaintiff refers to Annexure C.

~~*(iii) Further particulars may be provided following discovery.*~~

74. Of the transactions by which WiseTech acquired businesses as part of its Acquisition Strategy, 25 included terms that, or to the effect that:

(a) WiseTech would make payments to the vendor of the business in addition to the unconditional consideration paid as part of the acquisition; and

(b) WiseTech's liability to make such payments, and/or their quantum, would be dependent on the acquired business achieving metrics that included earnings targets for the acquired business, customer retention and transition of customers of the acquired business to the CargoWise platform,

(**Contingent Consideration**).

Particulars

(i) WiseTech's financial reports for FY2019 recorded that its Contingent Consideration liabilities at 30 June 2019 were $226.9 million <u>(WTC.001.117.8703_0056).</u>

(ii) ~~Prior to discovery, the plaintiff is not aware of the acquisitions that were subject to a term that provided for Contingent Consideration, or of all the metrics that would trigger the payment of Contingent Consideration So far as the plaintiff is able to say prior to discovery, t~~<u>T</u>he 25 acquisitions that included terms to the effect alleged in paragraph 74 were:

(A) Zsoft

(B) Core Freight Systems

(C) Cargo Community Network

(D) Bysoft

(E) Prolink

(F) CMS Transport Systems

(G) ABM

(H) Customs Matters

(I) Microlistics

(J) Intris

(K) LSP ~~Solutions~~

(L) Ulukom

(M) SaaS Transportation

(N) Fenix

(O) Pierbridge

(P) Trinium

(Q) Taric

(R) CargoIT

(S) DataFreight ~~(LSI)~~

(T) SmartFreight

(U) Systema AS

(V) Xware

(W) Depot Systems

(X) Ready Korea

(Y) SISA

(iii) ~~So far as the plaintiff is able to say prior to discovery~~<u>The plaintiff says that:</u>

(A) Contingent Consideration was consideration payable by WiseTech for the acquisition of a business, the payment of which was contingent on achieving select milestones over periods of 3 years or more (1H20 Results Presentation, page 46) <u>(WTC.001.052.6856_0045).</u>

(B) future milestone earn-outs included:

(1) "realisation of valuable strategic initiatives (e.g.: product and conversion milestones)"; and/or

(2) "multi-year financial revenue growth and/or profit targets",

which were set out in an announcement published and released to the ASX by WiseTech dated 23 October 2019 titled 'WTC responds to misinformation in market report', page 3 <u>(WTC.003.116.0666_0002).</u>

*<u>(iii.a) Expert report of Susan Friend dated 20 August 2026 (**Friend Report**), Part IX.</u>*

~~(iv) Further particulars may be provided following discovery and the filing of expert reports.~~

75. All other things being equal, a failure by WiseTech and/or the acquired business to meet a metric giving rise to a Contingent Consideration obligation would be accounted for by WiseTech by way of ~~an increase in fair value of the Contingent Consideration~~ a fair value

gain in WiseTech's statement of income and a decrease in the fair value of the Contingent Consideration liabilities, equal to the value of the Contingent Consideration liability or liabilities that WiseTech was not required to pay in that accounting period.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery, t~~The plaintiff refers to:

(A) the 1H20 Results Presentation, page 46 (WTC.001.052.6856_0045); and

*(B) an announcement that WiseTech published and released to the market on 19 February 2020 titled 'WTC continued strong growth, revenue up 31%, EBITDA up 29%', (**1H20 Results Announcement**), page 4 (WTC.001.052.6856_0003).*

(ii) Friend Report, Part IX. ~~Further particulars may be provided following discovery and the filing of expert reports.~~

C.5 Integration process

76. Between FY15 and the end of the Relevant Period, when WiseTech acquired a new business as part of the Acquisition Strategy, it undertook a process of integration of that acquired business that ordinarily:

(a) would take between 3 and 5 years, although could occur at different speeds within that timeframe; and

(b) comprised the following steps:

(i) in the first 3 to 12 months following acquisition, integration of the acquired business through platform migration, including integration of business processes, development systems, commercial standards and management control of operations, which included migrating the new acquired business to the CargoWise platform swiftly;

(ii) in the next 12 to 24 months following acquisition, developing the product, including moving to a fully "embedded" product; and

(iii) in subsequent years, growing revenue from the acquisition,

(**Integration Timeline**).

Particulars

(i) The plaintiff refers to:

(A) an announcement to the ASX titled 'WiseTech Global announces $250m fully underwritten institutional placement (to be followed by a Share Purchase Plan) to provide balance sheet flexibility and increase the capacity at which it can accelerate its long-term organic growth', published to the ASX on 19 March 2019 (PLT.001.001.0074); and

(B) the FY19 Results Presentation, page 57 (WTC.001.056.0784_0057).

~~*(ii) Further particulars may be provided following discovery.*~~

77. By reason of the matters in paragraphs 74 and 76, WiseTech's liability to pay Contingent Consideration for its acquired businesses, and the quantum of that consideration, depended in part on ~~its ability to~~ the integration of each business in accordance with the Integration Timeline for that business.

CA. FY20 FINANCIAL PLAN

77A. At their meeting held on 15 August 2019, the directors of WiseTech received a document entitled FY20 Financial Plan – Revenue to EBITDA (**FY20 Financial Plan**).

Particulars

(i) The FY20 Financial Plan formed part of the CFO report that was included in the bundle of documents that was provided to the directors of WiseTech in advance of their meeting held on 15 August 2019 (WTC.002.001.0020_0129).

(ii) The FY20 Financial Plan was described in the agenda for that meeting as the "FY20 Budget" (WTC.002.001.0020).

(iii) Friend Report, [181] – [196]. ~~*Further particulars may be provided following the completion of discovery.*~~

77B. The FY20 Financial Plan:

(a) forecast total revenue for WiseTech in FY20 of AU$487 million;

(b) forecast revenue growth in FY20 compared with FY19, net of run rate adjustments, of approximately AU$82 million, made up of revenue growth in its:

(i) core business of AU$55 million; and

(ii) acquired businesses of AU$27 million;

(c) applied a contingency to its total revenue growth of AU$27 million (**FY20 Contingency**);

(d) forecast total revenue, net of the FY20 Contingency, of $460 million.

Particulars

(i) WTC.002.001.0020_0130.

(ii) ~~So far as the plaintiff is able to say prior to the completion of discovery,~~ WiseTech's:

(A) core revenue constituted its total revenue, net of that revenue earned by acquired businesses that had not yet completed the process of integration; and

(B) acquired revenue was the revenue earned by businesses that it had acquired that had not yet completed the process of integration.

(iii) Run rate adjustments were the annualised effect in FY20 of events that had occurred in FY19, and included:

(A) AU$27.2 million for core growth including new customers and products; and

(B) AU$27.2 million for the effect of businesses acquired in FY19.

(iv) Friend Report, [186] – [191] ~~Further particulars may be provided following the completion of discovery.~~

77C. Forecast revenue growth in the FY20 Financial Plan for WiseTech's core business included;

(a) approximately $30.7 million from what were described in the FY20 Financial Plan as "Core new products/initiatives";

(b) as part of the growth in (a):

(i) AU$20 million from a program described as **Container Diversion** (**FY20 Container Diversion Revenue Growth**); and

(ii) AU$5 million from a program described as **Nexus** (**FY20 Nexus Revenue Growth**);

(c) revenue growth of approximately $24.2 million from its core business, net of new products or initiatives.

Particulars

(i) WTC.002.001.0020_0131.

(ii) ~~So far as the plaintiff is able to say prior to discovery,~~ Container Diversion was a program which involved a form of cargo "diversion" and "triangulation" in which containers that arrived at ports would immediately be redeployed after unloading imported goods reused to export other goods.

(ii.a) Nexus was a "sister platform" to CargoWise, that WiseTech described as a:

"web-based portal to connect the importer, exporter and freight user with their communities of suppliers, information sets and functional capabilities…Nexus is a connector portal, which shares a large number of datasets, components and transactional capabilities with CargoWise One, designed to provide critical real-time visibility, connectivity and decision-making capabilities to the users of logistics services."

(WTC.001.055.9899_0001)

(ii.b) Container Diversion and the FY20 Container Diversion Revenue Growth, and Nexus and the FY20 Nexus Revenue Growth, were intended to form part of the CargoWise Innovation Strategy and therefore the Growth Strategy. The plaintiff refers to and repeats paragraph 30C(a) above and the particulars to that paragraph.

(iii) The FY20 Financial Plan estimated that revenue earned from Container Diversion would commence in October 2019, as set out below:

Month	*Revenue*
Oct-19	*$0.34m*
Nov-19	*$0.60m*
Dec-19	*$1.1m*
Jan-20	*$1.6m*
Feb-20	*$2.0m*
Mar-20	*$2.5m*
Apr-20	*$3.1m*
May-20	*$3.9m*
Jun-20	*$4.9m*

(WTC.001.188.5407).

(iii.a) The FY20 Financial Plan estimated that Nexus would generate revenue of $5 million in FY20, commencing in January 2020.

(WTC.001.188.5793)

~~*(iv) Further particulars may be provided following the completion of discovery.*~~

77D. Forecast revenue growth in the FY20 Financial Plan for WiseTech's acquired businesses included:

(a) approximately AU$23.8 million, net of run rate adjustments, from adjacency acquisitions (**FY20 Adjacencies Revenue Growth**), including revenue growth compared with FY19 of approximately:

(i) $8 million from Pierbridge;

(ii) $5 million from SmartFreight;

(iii) $4 million from Softship;

(iv) $2 million from Cargoguide;

(v) $1.5 million from Xware;

(vi) $1.4 million from CargoSphere;

(vii) $1.2 million from Trinium; and

(viii) $1.1 million from Containerchain.

(b) approximately AU$2.3 million from foothold acquisitions (**FY20 Foothold Revenue Growth**), including revenue growth compared with FY19 of approximately:

(i) $0.7 million from Zsoft;

(ii) $0.6 million from Prolink;

(iii) $0.4 million from ACO; and

(iv) $0.6 million from all other foothold acquisitions.

Particulars to (a) and (b)

(i) WTC.002.001.0020_0131.

(ii) The FY20 Adjacencies Revenue growth was net of a forecast reduction in revenue for Translogix of approximately $0.5 million.

(iii) Friend Report, [197], [225] – [231].

77E. The FY20 Financial Plan forecast EBITDA of $153 million, which estimate included forecast:

(a) revenue growth compared with FY19 of approximately AU$82 million (**WiseTech FY20 Revenue Growth**), which included the FY20 Container Diversion Revenue Growth, the FY20 Nexus Revenue Growth, the FY20 Adjacencies Revenue Growth and FY20 Foothold Revenue Growth;

(b) additional gross costs compared with FY19 of approximately $45 million;

(c) additional capitalised development costs compared with FY19 of approximately $16 million.

Particulars

(i) WTC.002.001.0020_0133.

(ii) The forecast EBITDA included an adjustment for changes to accounting standard AASB16, which affected the recognition of the value of leases.

(iii) ~~Further particulars may be provided following the completion of discovery and the filing of expert reports.~~ Friend Report, [181] – [231].

77F. The FY20 Contingency reflected the assessment by WiseTech's management of:

(a) the risks to; and

(b) the opportunities to outperform;

the revenue and EBITDA forecasts in the FY20 Financial Plan, which included identified risks:

(i) that the core business would achieve only 50% of revenue growth from new products, initiatives and customers, which included Container Diversion and Nexus, which WiseTech's management:

A. quantified as a risk of $18.8 million to its forecast revenue and EBITDA; and

B. assessed as a "medium" probability;

(ii) that the acquired businesses would achieve only 50% of their revenue growth target, which WiseTech's management:

A. quantified as a risk of approximately AU$13 million to its forecast revenue and EBITDA; and

B. assessed as a "medium" probability.

Particulars

(i) WTC.002.001.0020_0134.

(ii) ~~So far as the plaintiff is able to say prior to the completion of discovery,~~ WiseTech's management assessed risks to its:

(A) revenue of $28.1 million; and

(B) EBITDA of $28.1,

which it offset with a contingency of:

(C) $27 million in revenue, resulting in net risks to revenue of $AU1.1 million; and

(D) $24.5 million in EBITDA, resulting in net risks to EBITDA of $3.5 million.

(iii) ~~Further particulars may be provided following the completion of discovery and filing of expert reports.~~ Friend Report, [232] – [238].

77G. The FY20 Financial Plan included a recommendation by the management of WiseTech (**FY20 Guidance Recommendation**) that WiseTech provide the Affected Market guidance that its:

(a) revenue in FY20 was expected to be between $440 and $460 million, which constituted growth from FY19 of between 26% and 32%; and

(b) EBITDA in FY20 was expected to be between $145 and $153 million, which constituted growth from FY19 of between 34% and 42%.

Particulars

(i) WTC.002.001.0020_0136.

~~*(ii) Further particulars may be provided following the completion of discovery.*~~

77H. At a meeting held on 20 August 2019, the directors of WiseTech approved the FY20 Guidance Recommendation.

Particulars

(i) WTC.002.001.0026_0009.

D. AUGUST FORECAST AND CONTRAVENTIONS

D.1 21 August 2019 – FY19 Results Presentation

78. On or about 21 August 2019, WiseTech published and released to the ASX the FY19 Results Presentation.

79. The FY19 Results Presentation contained a statement under the heading "FY20 guidance and assumptions: Growth in revenue and EBITDA", that "Investment in R&D to increase in $ terms, but in longer term will benefit from operating leverage".

Particulars

(i) The FY19 Results Presentation, page 44 (WTC.001.056.0784_0044).

80. The FY19 Results Presentation contained a statement under the heading "FY20 guidance and assumptions: Growth in revenue and EBITDA", that "General and administration [costs] (**G&A Costs**) also includes M&A costs and acquired G&A, – overtime, as a % of revenue expect to be more efficient, below 20%".

Particulars

(i) The FY19 Results Presentation, page 44 (WTC.001.056.0784_0044).

81. The FY19 Results Presentation contained a statement under the heading "FY20 guidance and assumptions: Growth in revenue and EBITDA", that, or to the effect that, WiseTech's expected:

(a) revenue in FY20 would be between $440 million and $460 million; and

(b) EBITDA in FY20 would be between $145 million and $153 million.

Particulars

(i) The FY19 Results Presentation, page 44 (WTC.001.056.0784_0044).

D.2 21 August 2019 – FY20 Earnings Guidance Announcement

82. On or about 21 August 2019, WiseTech published and released to the ASX the FY19 Results Announcement.

83. The FY19 Results Announcement contained the following statements:

> "*Founder and CEO, Richard White, said "The strong momentum and significant growth of the Group during FY19, the power of the CargoWise One platform, annual customer attrition rate of less than 1% and continued relentless investment in innovation and expansion across our global business give us confidence to expect, subject to currency movements:*
>
> *FY20 revenue of $440m - $460m, revenue growth of 26% - 32%,*
>
> *EBITDA of $145m - $153m and EBITDA growth of 34% - 42%"*

Particulars

(i) The FY19 Results Announcement, page 6 (WTC.001.089.9149_0005).

D.3 August representations

84. By reason of the matters pleaded in paragraphs 79 and 80, at all material times during the Relevant Period, WiseTech represented to the Affected Market that WiseTech expected in FY20 that its:

(a) research and development costs would, or would begin to, benefit from operating leverage; and/or

(b) G&A Costs would be materially less than 20% of its revenue.

(**August Costs Representation**).

Particulars

(i) The August Costs Representation was partly express and partly implied.

(ii) To the extent that it was express, the plaintiff refers to the matters in paragraphs 79 and 80.

(iii) To the extent that it was implied, the plaintiff refers to the matters in paragraphs 78 to 80.

85. By reason of the matters pleaded in paragraphs 81 and 83, at all material times during the Relevant Period, WiseTech represented to the Affected Market that WiseTech expected:

(a) EBITDA in FY20 of between approximately $145 million and $153 million; and

(b) by reason of the matters in (a), EBITDA growth compared with FY19 of between 34% and 42%,

(**August EBITDA Representation**).

Particulars

(i) The August EBITDA Representation was partly express and partly implied.

(ii) To the extent that it was express, the plaintiff refers to paragraphs 81 and 83.

(iii) To the extent that it was implied, the plaintiff refers to paragraphs 78 and 81 to 83.

86. By reason of the matters pleaded in paragraphs 82 and 83, at all material times during the Relevant Period, WiseTech represented to the Affected Market that WiseTech expected its EBITDA margin in FY20 to be between approximately 32.9% and 33.2% (**August EBITDA Margin Representation**).

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery, a~~A<u>t</u> all relevant times WiseTech expressed EBITDA margin as a percentage of total revenue (WiseTech Global Ltd Prospectus dated 17 March 2016, 4.2.4, page 59) <u>(PLT.001.001.0068_0060).</u>

(ii) The August EBITDA Margin Representation was implied and is to be inferred from the matters in 78 and 81 to 83.

87. By reason of the matters pleaded in paragraphs 82 and 83, at all material times during the Relevant Period, WiseTech represented to the Affected Market that WiseTech had a reasonable basis for making the August EBITDA Representation (**August EBITDA Basis Representation**).

Particulars

(i) The August EBITDA Basis Representation was implied and is to be inferred from the making of the August EBITDA Representation and by WiseTech's failure to correct, withdraw or modify the August EBITDA Representation at any time during the Relevant Period.

88. WiseTech did not wholly correct the:

(a) August Costs Representation;

(b) August EBITDA Representation;

(c) August EBITDA Margin Representation; or

(d) August EBITDA Basis Representation,

(together **August Representations**), which were accordingly continuing representations, to the extent that they remained unqualified and uncorrected, until 19 February 2020.

Particulars

(i) The plaintiff refers to the February Disclosure pleaded in paragraph 140 below.

D.4 True Position

D.4.1 Costs

89. By reason of the acquisition of businesses as part of its Acquisition Strategy in FY15 to FY19 inclusive, WiseTech acquired businesses that, prior to the completion of the Integration Timeline for such businesses, including migration to the CargoWise platform:

(a) undertook a material number of their processes manually, including those undertaken by low level administrative staff;

(b) performed functions that were duplicated by other businesses acquired by WiseTech as part of the Acquisition Strategy; and

(c) required expenditure on research and development that would not have been expended had migration to the CargoWise platform been completed.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ t<u>T</u>he plaintiff refers to a statement in an earnings call

*with market analysts and investors convened by WiseTech on 19 August 2020 (**FY20 Earnings Call**), in which White stated that, or to the effect that:*

"[w]hen you're buying acquisitions and running very quickly, which I think we have been in recent years, you pick up quite a lot of manual processes that these smaller entities singularly can't or don't automate or can afford to automate. And also, when you're growing as a company, you start with manual processes to define a process. And then later on realise that at scale, these things are highly automatable.

And so at least, some of the cost reductions are to take things that are done in a mechanical way by low level administration people and turning them into customer-guided portals and self-service arrangements. There's more to it than that because there's also a duplication of function across many of the companies that we've bought. But this is a really well thought out and deep process that is going to take a number of years to get to the bottom of the full cost out. We're only talking about the first phase in 2021." (pages 17 and 18) (PLT.001.001.0138_0016).

(ii) The FY20 Earnings Call was transcribed by Refinitiv.

(iii) ~~So far as the plaintiff is able to say prior to discovery, t~~The businesses acquired as part of the Acquisition Strategy that undertook manual processes, and resulted in the duplication of functions, included those set out in sections C.2 and C.3 above, and the plaintiff refers to and repeats the paragraphs in those sections and the particulars to those paragraphs.

*(iv) With respect to research and development costs, ~~and so far as the plaintiff is able to say prior to discovery,~~ the plaintiff refers to a presentation published and released to the ASX by WiseTech on 19 August 2020 with the title "WTC FY20 Results Investor Presentation" (**FY20 Results Presentation**), in which WiseTech stated that product investment costs had increased 41% from FY19 to FY20, "reflecting growth in innovation pipeline – focused on enhancements to existing product building new platforms and integrating acquired products" (page 12) (WTC.001.096.3654_0012).*

~~(v) Further particulars may be provided following discovery and the filing of expert reports.~~

90. At all times in the Relevant Period, including by reason of:

(a) the matters in paragraph 89; and/or

(b) the small size of the acquired businesses relative to WiseTech,

businesses acquired by WiseTech as part of the Acquisition Strategy, including those acquired in FY15 to FY19:

(i) generally incurred materially higher G&A Costs and/or research and development costs; and

(ii) by reason of the matters in (i), typically produced a lower profit margin,

than WiseTech businesses that had completed the Integration Timeline, and/or migration to the CargoWise platform.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ t<u>T</u>he plaintiff refers to:

(A) and repeats paragraph 89 above and the particulars to that paragraph;

(B) the FY20 Earnings Call (page 5) <u>(PLT.001.001.0138_0004)</u>, in which Cartledge said:

"[i]t should be noted that our acquired businesses generally have higher product and service support costs and lower leverage due to their small size and commercial licence model, which means that they typically have lower gross profit margin than CargoWise".

~~(ii) Further particulars may be provided following discovery and the filing of expert reports.~~

91. The capacity of WiseTech to:

(a) reduce, further or in the alternative, make more efficient, the:

(i) G&A Costs, and/or

(ii) research and development costs; and/or

(b) increase the gross margin,

of businesses acquired in FY15 to FY19 as part of the Acquisition Strategy relied in whole or in a material part on integrating those businesses in accordance with the Integration Timeline.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery,~~ t<u>T</u>he plaintiff refers to:

(A) paragraphs 74, 76, 89 and 90 above and the particulars to those paragraphs; and

(B) the FY19 Results Presentation (pages 44 and 57) (WTC.001.056.0784_0044 and _0057).

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

92. At all material times from the commencement of the Relevant Period, it was likely, or there was at least a material risk that, by reason of:

(a) the number and size of the businesses acquired by WiseTech in FY15 to FY19, as alleged in sections C.2 and C.3 above; and

(b) the matters in paragraphs 89 and 90 above,

the integration of businesses acquired by WiseTech in FY15 to FY19 would be slower than anticipated by the Integration Timeline.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery, t~~The plaintiff refers to:

(A) and repeats paragraphs 89 and 90 above and the particulars to those paragraphs;

(B) the statement in the 1H20 Results Announcement that net profit in 1H20 reflected, in part, required profit and loss adjustments of fair value gain in 1H20 of $32.7 million, resulting from "reduced [Contingent Consideration] liabilities in relation to acquisition earnouts" (page 4) (WTC.001.056.0327_0003).

*(C) the statement attributed to Cartledge in an earnings call with market analysts and investors conducted by WiseTech on 19 February 2020 (**1H20 Earnings Call**), that businesses acquired as part of the Acquisition Strategy had "not met our expectations" (page 11) (PLT.001.001.0137_0010). The 1H20 Earnings Call was transcribed by Thompson Reuters; and*

(D) the statement in the FY20 Results Presentation that, in FY20, G&A Costs were flat on FY19 as a percentage of revenue, due to, amongst other things, an "increase in global scale and regulatory cost" (page 11) (WTC.001.096.3654_0011).

~~*(ii) Further particulars may be provided following discovery.*~~

93. By reason of the matters in paragraph 92, at all material times from the commencement of the Relevant Period, it was likely, or there was at least a material risk, that WiseTech would not be able to:

(a) make materially more efficient, further or in the alternative;

(b) materially reduce as a proportion of revenue,

G&A Costs and/or research and development costs associated with the operation and/or integration of businesses acquired by WiseTech from FY15 to FY19 as part of the Acquisition Strategy,

(**August Costs Information**).

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery, t~~The plaintiff refers to:

(A) and repeats paragraphs 89 and 92 above, and the particulars to those paragraphs;

(B) the statement in the 1H20 Results Presentation that WiseTech's general and administrative costs in 1H20 had been 19% of revenue, which was the same proportion as in 2H19 (page 74) (WTC.003.013.0154_0074);

(C) the statement in the 1H20 Results Presentation that WiseTech's product and development costs in 1H20 had been 19% of revenue, which was 1 percentage point higher than in 2H19 (page 74) (WTC.003.013.0154_0074).

~~(ii) Further particulars may be provided following discovery.~~

D.4.2 Revenue

93A. Further or in the alternative to the matters in paragraphs 89 to 93, by reason of the matters in paragraphs 77C to 77E above, achieving EBITDA in FY20 that was at least in the quantum described in the August EBITDA Representation was dependent in at least a material part on achieving all, or a substantial part of, the:

(a) FY20 Container Diversion Revenue Growth;

(a.i) FY20 Nexus Revenue Growth;

(b) FY20 Adjacencies Revenue Growth; and/or

(c) FY20 Foothold Revenue Growth.

Particulars

(i) The plaintiff refers to and repeats paragraphs 77C to 77E above, and the particulars to those paragraphs.

(ii) WiseTech's EBITDA forecast was calculated as a function of revenue, less gross costs, net of capitalised development costs (WTC.002.001.0020_0133).

~~*(iii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

Container Diversion

93B. In order to commence the Container Diversion program, and therefore to generate revenue from Container Diversion, WiseTech required access to software that could establish electronic connections to shipping lines necessary for acquitting Container Diversion requests (**Acquittal Software**).

Particulars

(i) ~~So far as he is able to say prior to the completion of discovery, t~~The plaintiff refers to the following matters:

(A) WiseTech had, at a time of which the plaintiff is not presently aware but that is in the knowledge of WiseTech, commenced negotiations with ~~an~~ organisations referred to by WiseTech as "MatchBox" and "MatchBack" to provide the necessary Acquittal Software, either by a licensing arrangement or by the acquisition of MatchBox and/or MatchBack;

(B) an email from Vlad Bilanovsky, WiseTech's Head of Corporate Development, to White dated 18 July 2019, in which Bilanovsky identified that the acquisition of MatchBack (a United States company) would "speed up" work on the Container Diversion project that had been tasked to Container Chain,

(WTC.001.109.3919).

(C) the CEO board report dated 15 August 2019, which under the heading 'Containerchain, CDMS Acquisitions and Container Diversion Progress, stated that:

"We are in discussions with MatchBack and MatchBox and whilst MatchBack seems low cost and simple it is the less sophisticated model. MatchBox has a really strong business model…and at some reasonable or perhaps even higher price, it would bring forward a lot of revenue and drive the start date, volume growth and speed to global market place. MatchBox is not going to be easy, Carl (the Founder) is resistant and wants to see how his model evolves. We may have to "go

native" and get into a head to head competition with him.

(WTC.001.167.5126_0001)

(D) *the CEO Board Report dated 20 September 2019, under the heading 'CEO Roadmap for FY2020 and beyond', which identified "Milestones" for the Container Diversion project that included the potential acquisition of MatchBox and Matchback, each of which were proposed to provide the necessary acquittal software,*

(WTC.001.115.5007_0001)

(E) *the statement in the CEO's report provided to the board of WiseTech at its meeting held on 23 January 2020 under the heading "Reset of the Container Diversion project" that:*

> *[e]lectronic connections to shipping lines required for acquitting of the Container Diversion request. This is key tech and hard to build quickly but it can be acquired, licensed or partnered,*
>
> *(WTC.002.001.0035_0024)*

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

93C. By the start of the Relevant Period, WiseTech did not have access to Acquittal Software.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to the completion of discovery*~~*The plaintiff relies on the following matters:*

(A) *the matters in paragraph 93B above, and the particulars to that paragraph;* ~~*WiseTech had, at a time of which the plaintiff is not presently aware but that is in the knowledge of WiseTech, commenced negotiations with an organisation referred to by WiseTech as "MatchBox" to provide the necessary Acquittal Software, either by a licensing arrangement or by the acquisition of MatchBox*~~*;*

(B) *by 14 November 2019, WiseTech had not acquired MatchBox or MatchBack, nor entered an arrangement by which it could gain access to the Acquittal Software, nor otherwise secured access to Acquittal Software; and*

(C) *given that WiseTech had not secured an arrangement with MatchBox or MatchBack at 14 November 2019 by which it might access the Acquittal Software, it is to be inferred that it had not secured any equivalent arrangement by 21 August 2019, and that it was not likely that any such arrangement would be entered into by the forecast*

start date of the Container Diversion project in October 2019.

(ii) the plaintiff refers to the report presented by White to the board of WiseTech at its meeting on 14 November 2019 (WTC.002.001.0019_0021).

~~*(iii) Further particulars may be provided following discovery and the filing of expert reports.*~~

93CA. Further or in the alternative to the matters in 93B and 93C, by the start of the Relevant Period and until at least 18 February 2020, WiseTech did not have in place any, or any adequate, process for the management of the development and implementation of the Container Diversion project.

Particulars

(i) WiseTech did not have any, or any adequate, process for the management of the Container Diversion project, including because WiseTech did not:

(A) institute a project management office for the management of the initiation and implementation of the Container Diversion project;

(B) document, or adequately document:

(1) a project charter;

(2) the proposed functionality of the Container Diversion project at its initiation;

(3) the roles and responsibilities of the people assigned to the Container Diversion project;

(4) a task list (work breakdown structure, the milestones, budget, goals for the Container Diversion project, or what constituted its successful completion of the project

(C) engage in any adequate process to determine the likely revenue to be generated by Container Diversion, including because of a lack field information to determine likely adoption of the solution

*(Expert report of Rosemary Coates dated 1 September 2026 (**Coates Report**), parts 8 – 15).*

93CB. Further or in the alternative to the matters in 93B, 93C and 93CA, the FY20 Container Diversion Revenue Growth in the FY20 Financial Plan was not a realistic estimate of the revenue that was likely to be generated by Container Diversion in FY20.

Particulars

(i) *In a draft of its FY20 Financial Plan, WiseTech identified Container Diversion as a new initiative, which it categorised as part of its 'FY20 Growth Plus' case, but stated that revenue from Container Diversion was 'tbd' (WTC.003.100.0366, WTC.003.050.6377).*

(ii) *The FY20 Financial Plan presented to the board of WiseTech at its meeting on 15 August 2019 included:*

(A) *revenue for Container Diversion in FY20 of $20 million; and*

(B) *an identified risk to that revenue, which it described as 'Core achieves 50% of new products/initiatives/customer target instead of 100% (WTC.002.001.0025_0400).*

(iii) *The inclusion of forecast revenue for Container Diversion in the FY20 Financial Plan was not supported by any, or any adequate, strategic or other documents, including feasibility analysis, cash flow projections or a business case.*

(iv) *By reason of the matters in (i) to (iii), the forecast revenue from Container Diversion for FY20 was treated as a target, and not a realistic estimate of a likely outcome in FY20,*

(Friend Report, [170] – [172], [197] – [213], [235] – [239]).

93D. By reason of the matters in 93B and 93C, further or in the alternative 93CA and/or 93CB, at all times from the commencement of the Relevant Period, it was likely~~, further or in the alternative, there was at least a material risk,~~ that WiseTech would not in FY20 earn a material part of the revenue from Container Diversion assumed by the FY20 Financial Plan.

Particulars

(i) *The plaintiff refers to and repeats paragraphs 77C, 77F(i) and 93A to 93CB above, and the particulars to those paragraphs.*

(ii) *~~So far as the plaintiff is able to say prior to discovery, a~~A material delay in the commencement of the Container Diversion project meant that revenue earned from the Container Diversion project in the later months of FY20 might be commensurately delayed.*

~~(iii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

Nexus

93DA. The FY20 Nexus Revenue Growth in the FY20 Financial Plan was not a realistic estimate of the revenue that was likely to be generated by Nexus in FY20.

Particulars

(i) *In a draft of its FY20 Financial Plan, WiseTech identified Nexus as a new initiative, which it categorised as part of its 'FY20 Growth' case, but stated that anticipated revenue from Nexus was 'tbd' (WTC.003.100.0366, WTC.003.050.6377).*

(ii) *The FY20 Financial Plan presented to the board of WiseTech at its meeting on 15 August 2019 included:*

(A) *revenue and EBITDA for Nexus in FY20 of $5 million; and*

(B) *an identified risk to that revenue, which it described as 'Core achieves 50% of new products/initiatives/customer target instead of 100% (WTC.002.001.0025_0400).*

(iii) *The inclusion of forecast revenue for Nexus in the FY20 Financial Plan was not supported by any, or any adequate, strategic or other documents, including feasibility analysis, cash flow projections or a business case.*

(iv) *By reason of the matters in (i) to (iii), the forecast revenue from Nexus for FY20 was treated as a target, and not a realistic estimate of a likely outcome in FY20,*

(Friend Report, [170] – [172], [197] – [206], [214] – [217], [235] – [239]).

93DB. By reason of the matters in 93DA, at all times from the commencement of the Relevant Period, it was likely that WiseTech would not in FY20 earn a material part of the revenue from Nexus assumed by the FY20 Financial Plan.

Particulars

(i) *The plaintiff refers to and repeats paragraphs 77C, 77F(i) and 93DA above, and the particulars to those paragraphs.*

Adjacencies and Foothold acquisitions

93E. Achieving all or a substantial part of the FY20 Adjacencies Revenue Growth and/or the FY20 Foothold Revenue Growth, further or in the alternative so much of the FY20 Adjacencies Revenue Growth and/or the FY20 Foothold Revenue Growth

as necessary to achieve all or a substantial part of the WiseTech FY20 Revenue Growth, relied on, or could be expected to be materially contributed to by, the timely integration of WiseTech's acquired businesses, and/or timely product development by or for those businesses, including with respect to one or more of Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium the acquisitions set out in paragraph 77D(a) and (b) above.

Particulars

*(i) ~~So far as he is able to say prior to the completion of discovery and filing of expert reports,~~ ~~t~~T*he plaintiff:

(A) refers to and repeats paragraphs 76, 77, 77B and 77D above, and the particulars to those paragraphs;

(B) says that the FY20 Adjacencies Revenue Growth ($23.8 million) and the FY20 Foothold Revenue Growth ($2.3 million) accounted for approximately 32% of the total revenue growth included in the FY20 Financial Plan ($82 million) (WTC.002.001.0020_0131).

(C) with respect to the importance of the timely integration of the acquired businesses set out in paragraph 77D to revenue growth from those businesses, he refers to the following statement attributed to Williamson in an investor call held on or about 22 October 2019:

"So we're talking about taking assets that tend to have onetime licences. They tend to have a lot of consulting service and customisations, and we move them across to a new commercial model that's more reflective of the WiseTech way.

And this is important to understand because during that transition period, it's quite common for us to turn off some revenue streams, or to turn off some of the activities that the company has been engaging with, while they go through that commercial revolution, and then they evolve through the other side into something that has a high degree of recurring revenue.

…

And we invest in these businesses during integration and transition. There is some reduction in revenue, but that is planned. It is part of deliberate actions that we take to evolve that commercial model. And the prices that we charge for those platforms during this process, they tend to be relatively stable." (PLT.001.001.0135_0002-3).

(i.a) With respect to Pierbridge:

(A) *it offered transport management software through a program described as Transtream;*

(B) *in about May 2019, Pierbridge moved its development team from a focus on a product development milestone for Pitney Bowes (a significant customer of Pierbridge) to focus on integration of Transtream with CargoWise, which it hoped to complete by the end of June 2019;*

(C) *management of Pierbridge and WiseTech considered that completion of the integration of Transtream with CargoWise in FY19, including getting Transtream on the CargoWise price list in 1H20, was important "for growth" (WTC.001.057.4633; WTC.001.096.1722);*

(D) *integration with CargoWise was intended to occur for a 'soft launch' to occur by 1 July 2019 (including some functionality such as billing), and a 'hard launch' in the period September to November 2019 (WTC.001.103.5774; WTC.001.178.1912).*

(i.b) With respect to Trinium:

(A) *it was a US-based provider of transportation management software solutions for the intermodal and drayage logistics industry;*

(B) *the plaintiff refers to the financial analysis prepared by Tim Chan of WiseTech on about 30 June 2019, which assumed $1 million in revenue, and $280,000 in EBITDA from "synergy expected from CW1 customers" in FY20 (WTC.003.068.4955).*

(i.c) With respect to SmartFreight:

(A) *the SmartFreight application allowed shippers to access pre-negotiated rates from multiple carriers on a single platform and select the best match for the cargo load, based on transit times, cost, and availability;*

(B) *integration of SmartFreight involved both the combination of functionality that existed in both SmartFreight and CargoWise, as well as a fleet management functionality that did not previously exist in CargoWise;*

(C) *the SmartFreight business considered that a timely completion of integration would "open doors to additional sales for [SmartFreight] and [WiseTech] which if not achieved soon will affect [SmartFreight] earnout capability far more than simply meeting milestone" (WTC.001.096.8112).*

(i.d) With respect to Cargoguide:

(A) *at the time that WiseTech acquired Cargoguide, it operated a platform known as* ***Cargo Office****;*

(B) *in about January 2019, WiseTech and/or Cargoguide developed a business plan for*

*calendar years 2019 and 2020 (**Cargoguide Business Plan**), which assumed:*

(1) the release of a new Cargoguide platform, intended to replace Cargo Office, by 31 December 2019;

(2) that the platform release in (1) would be of a version of Cargo Office that was described as a "minimum viable product", and would be integrated with CargoWise;

(3) that the integration of Cargoguide with CargoWise would occur in March 2019;

(4) assumed "base" revenue in calendar year 2020 based on assumptions with respect to the number of existing CargoWise customers who could be converted to the new Cargoguide platform.

(WTC.001.097.0580)

(C) the FY20 Financial Plan included forecast revenue and revenue growth for Cargoguide that was based on the release to market of the new Cargoguide platform in the first quarter of calendar year 2019, further or in the alternative, in accordance with the Cargoguide Business Plan (WTC.001.069.0208_0010).

(i.e) With respect to CargoSphere:

(A) it was a global ocean freight management company based in the United States;

(B) WiseTech intended to complete product integration to ensure that the WiseRates product (previously created by WiseTech to compete with CargoSphere's product) was "connected with the [CargoSphere] functionality and is supported and marketed globally" (WTC.002.001.0027_0132);

(C) the plaintiff refers to revenue projections prepared for CargoSphere in January 2019, which assumed revenue generated from integration with CargoWise (WTC.001.092.5316; WTC.001.092.5317).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

93F. At all times prior to and/or from the start of the Relevant Period:

(a) WiseTech had experienced product development delays for foothold acquisitions and Adjacencies, ~~caused by a~~ including by reason of the decision to undertake CargoWise development for those businesses locally rather than in Sydney;

(b) the integration process for acquired businesses, including ~~the businesses set out in 77D(a) and (b) above~~ Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium, was not clearly defined or developed and/or was not managed or adequately managed;

(c) product development and/or integrations for Adjacencies, including Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium ~~the businesses set out in paragraphs 77D(a) above~~, that were expected to generate revenue growth, were not ~~planned in detail and/or managed or~~ adequately planned and/or managed;

(d) acquired businesses, including Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium ~~the businesses set out in paragraphs 77D(a) and (b) above~~, were left to their own to grow without the benefit of the past experience of WiseTech in growing revenue;

(e) the product integration process for acquired businesses, including Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium ~~the businesses set out in paragraph 77D(a) and (b)~~, had been slower than WiseTech had anticipated when it acquired those businesses.

Particulars to (a) to (e)

*(i) The plaintiff refers to the statements at pages 26 and 27 of the Integration Report that formed part of the documents provided to the directors of WiseTech in advance of their meeting held on 23 January 2020 (**January 2020 Integration Report**),*

(WTC.002.001.0035_0236 and _0237).

(ii) Given that, by 23 January 2020:

(A) the integration process for the acquired businesses had not been clearly defined;

(B) integrations of acquired businesses that were expected to generate additional revenue had not been planned in detail; and

(C) the acquired businesses had not, in the integration process, had the benefit of the past experience of WiseTech,

it is to be inferred that those matters had not occurred at the start of the Relevant Period.

(iii) The plaintiff refers to the:

(A) statement at page 27 of the January 2020 Integration Report to the effect that:

(1) for a number of foothold acquisitions, CargoWise development was originally envisaged to be done from Sydney, but subsequently reassessed to be undertaken locally to improve scalability; and

(2) in a number of earlier foothold acquisitions the matters in (1) were not communicated to vendors upfront, but local teams were now engaged with the appropriate development work and resource, but that the change had resulted in significant product development delay;

(3) the product development delay had affected:

(a) ACO;

(b) Znet;

(c) Prolink;

(d) ABM;

(e) Softcargo; and

(f) Forward,

which conclusion is to be inferred from the identification of those acquisitions in the table on page 27 of the January 2020 Integration Report,

(WTC.002.001.0035_0237).

(B) statement at page 27 of the January 2020 Integration Report to the effect that, in some cases, competing businesses were acquired which vendors of those businesses claimed had reduced the scope for growth. WiseTech identified those businesses as Softcargo and Forward. (WTC.002.001.0035_0237). Those businesses:

(1) were acquired in about May 2018;

(2) each provided freight forwarding management solutions;

(3) each had revenue targets which they expected to achieve from "winning share from the other"; and

(4) each communicated to WiseTech that "verbal commitments made to them, including the speed of localisation and the strength of partner networks, ha[d] not been met",

(WTC.002.001.0035_0246).

(C) statements on page 32 of the January 2020 Integration Report that:

(1) "early customs foothold acquisitions commenced without a clear product development plan. For the first few acquisitions [WiseTech] expected to do much of the

[CargoWise] development from Sydney with local businesses specifying the required work items";

(2) despite "recent progress a number of development objectives" were behind schedule;

(3) the development deadlines that were behind schedule included those for ACO, Znet, Prolink and ABM,

(WTC.002.001.0035_0242).

(D) statement at page 39 of the January 2020 Integration Report to the effect that Cargoguide and CargoSphere were, at the time of their acquisition, expected to generate revenue via integration with CargoWise to the WiseTech customer base, but that:

(1) the Cargoguide business plan required initial product development and had more third-party growth prospects; and

(2) WiseTech had made a commitment for integration of CargoSphere to CargoWise within 9 months of completion of the acquisition in September 2017 (i.e. by about June 2018), but by January 2020 it was not expected to occur until early 2020,

the result of which was that each business had "missed out on revenue generating opportunities over the last 12+ months or longer",

(WTC.002.001.0035_0249).

(E) the statements at page 41 of the January 2020 Integration Report with respect to SmartFreight to the effect that:

(1) the product integration progress for SmartFreight had been slow and had only recently been clearly defined;

(2) while the agreement to purchase SmartFreight had required WiseTech to provide SmartFreight with an integration plan to enable product integration by March 2019, and such a plan had been provided, it had continued to be refined until December 2019; and

*(3) SmartFreight had been operating on a standalone basis from its old offices, was not using **PAVE** and would only go through the WiseTech Way in Q120,*

(WTC.002.001.0035_0251);

~~*So far as the plaintiff is able to say prior to the completion of discovery,*~~ *PAVE is the Productivity, Acceleration & Visualisation Engine, which was a workflow management tool used internally by WiseTech since 2013 to track development hours and*

activities. WiseTech's entire Research & Development function is operated on PAVE. PAVE implementation in WiseTech's acquired businesses is part of the "Business Integration" step of the integration process. and occurs during the "Foundations" stage of the WiseTech Way ***(WTW****).*

~~So far as the plaintiff is able to say prior to the completion of discovery,~~ WTW is WiseTech's operating model, comprised of a set of strategies, tactics, tools and processes that are implemented across the Group to assist WiseTech's businesses "to become more like WiseTech" (WTC.001.001.0044_0172). The three pillars of the WTW are "Strategy, Productivity & Execution, and People". (WTC.001.001.0044_0174.)

(F) the statements at page 42 of the January 2020 Integration Report to the effect that:

(1) the product integration progress for Pierbridge had been slow and had only recently been clearly defined;

(2) Pierbridge had been operating on a standalone basis, and had only recently committed to installing PAVE; and

(3) the delayed integration of Pierbridge had "resulted in lost sales opportunities with [CargoWise]",

(WTC.002.001.0035_0252).

(iii.a) The plaintiff refers to the Coates Report, Parts 9 – 14.

(iii.b) With respect to the product and business integration of Pierbridge:

(A) the plaintiff refers to and repeats particular (i.a) to paragraph 93E above;

(B) WiseTech did not develop:

(1) a project charter or clear goals and objectives for the integration;

(2) an overall detailed integration plan;

(3) a plan for the assignment of resources;

(4) achievement milestones;

(5) a reporting structure with a clearly identified project manager;

(6) a set of standardised reporting documents, that described the basis for the percentage completion of tasks necessary for the integration of Pierbridge;

(7) a plan for the correction of project management deficiencies, or issues that arose in the integration of Pierbridge; or

(8) a budget for the work required for the integration,

(Coates Report, [225] – [236], [239], [255] – [257])

(C) because the Pierbridge software supported thousands of small shipments (as opposed to a smaller number of large shipments), the CargoWise pricing structure was not compatible with the Pierbridge product (WTC.001.092.2552);

(D) did not develop use cases for the Transtream product until about April 2019, approximately six months after the acquisition of Pierbridge (WTC.001.096.8853; Coates Report, [244] and [245]).

(iii.c) With respect to the business and product integration of Trinium:

(A) WiseTech did not develop:

(1) a project charter or clear goals and objectives for the integration;

(2) an overall detailed integration plan;

(3) a plan for the assignment of resources;

(4) achievement milestones;

(5) a reporting structure with a clearly identified project manager or a project management office;

(6) a set of standardised reporting documents, that described the basis for the percentage completion of tasks necessary for the integration of Trinium;

(7) a budget for the work required for the integration,

(Coates Report, [404] – [421])

(B) reported progress of integration by the provision of narrative descriptions, not tied to a standard reporting schedule, or percentage completion (WTC.001.098.6920); and

(C) did not have developers available until September 2019 to conduct work on the availability manager tool (WTC.001.101.4813).

(iii.d) With respect to the product and business integration of SmartFreight:

(A) the plaintiff refers to and repeats particular (i.c) to paragraph 93E above;

(B) WiseTech did not develop:

(1) a project charter or clear goals and objectives for the integration;

(2) an overall detailed integration plan;

(3) a plan for the assignment of resources;

(4) achievement milestones;

(5) a reporting structure with a clearly identified project manager or a project management office;

(6) *a set of standardised reporting documents, that described the basis for the percentage completion of tasks necessary for the integration of SmartFreight;*

(7) *a plan for the correction of project management deficiencies, or issues that arose in the integration of SmartFreight; or*

(8) *a budget for the work required for the integration,*

(Coates Report, [276] – [301]).

(C) *WiseTech had not, by February 2019, allocated any or any adequate resources to the integration of the SmartFreight product (WTC.001.098.5617; Coates Report, [281] and [282]).*

(D) *By April 2019:*

(1) *WiseTech had not developed a Business Integration checklist for the owners of SmartFreight to work to;*

(2) *product integration was "a bit piecemeal with no clear use cases to following some instances (sic.)";*

(3) *WiseTech had identified a need "to agree a clear engagement plan as [SmartFreight] wish to complete all committed integrations ASAP, not for milestone payout but to open doors to additional sales for [SmartFreight] and [WiseTech] which if not achieved soon will affect [SmartFreight] earnout capability far more than simply meeting milestone,"*

to which WiseTech did not allocate anyone to resolve,

(WTC.001.096.8112_0010; Coates Report, [285] – [287]).

(E) *By 19 August 2019, WiseTech had not developed use cases for SmartFreight (WTC.001.097.1592; Coates Report, [292] – [294]).*

(iii.e) With respect to the product integration and development of Cargoguide:

(A) *the plaintiff refers to and repeats particular (i.d) to paragraph 93E above;*

(B) *WiseTech did not develop:*

(1) *a project charter or clear goals and objectives for the integration;*

(2) *an overall detailed integration plan;*

(3) *a plan for the assignment of resources;*

(4) *achievement milestones;*

(5) *a reporting structure with a clearly identified project manager or a project management office;*

(6) a set of standardised reporting documents, that described the basis for the percentage completion of tasks necessary for the integration of SmartFreight; or

(7) a plan for the correction of project management deficiencies, or issues that arose in the integration of SmartFreight,

(Coates Report, [368] - [386]).

(C) prior to the commencement of the Relevant Period, Cargoguide had experienced delays in the development of the Cargoguide platform due to "poor internal communication, [c]hanging priorities; and "[n]o consensus driven work plan"; (WTC.001.112.4292)

(D) initial work on the integration of Cargo Office had only commenced in "mid-year 2019" (WTC.001.112.4292);

(E) by July 2019, WiseTech anticipated that:

(1) a "minimum viable product" version of the new Cargoguide platform would not be released to "existing and new non-CargoWise One customers" until September 2019; and

(2) integration of the new Cargoguide platform on CargoWise One would not be completed until late October 2019,

(WTC.001.111.7186).

(F) delays persisted in the development of Cargo Office due to poor internal communication, changing priorities and the lack of a "consensus driven work plan" (WTC.001.112.4292)

(iii.f) With respect to the integration of CargoSphere:

(A) the plaintiff refers to and repeats particular (i.e) to paragraph 93E above;

(B) WiseTech did not develop:

(1) a project charter or clear goals and objectives for the integration;

(2) an overall detailed integration plan;

(3) a plan for the assignment of resources;

(4) achievement milestones;

(5) a reporting structure with a clearly identified project manager or a project management office;

(6) a set of standardised reporting documents, that described the basis for the percentage completion of tasks necessary for the integration of CargoSphere; or

(7) a plan for the correction of project management deficiencies, or issues that arose in the integration of CargoSphere,

(Coates Report, [321] – [345]).

(C) WiseTech did not allocate a Delivery Manager to the integration of CargoSphere (WTC.003.007.1031).

(D) By March 2019:

(1) a demonstration of the CargoSphere product to a customer of CargoSphere (DHL) had failed;

(2) WiseTech had determined that it was not ready to "go live" with the integrated solution in the second quarter of calendar year 2019 as expected; and

(3) White had given instructions to "redesign the integration [of CargoSphere] from scratch",

(WTC.001.112.4741; WTC.003.017.3142; WTC.003.017.3142_0001).

(E) By August 2019, the launch of WiseRates, with which the CargoSphere product was intended to be integrated, had been "pushed back a number of times", such that its intended launch date in January 2019 was by then not expected to occur until the end of 2019 or early 2020 (WTC.003.019.2675_0001).

(F) delays in integration of CargoSphere with CargoWise meant that CargoWise was not able to accurately predict revenue for FY20 (WTC.001.178.5615).

~~*(iv) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

93G. By reason of the matters in paragraphs 93E and 93F, at all times from the commencement of the Relevant Period, it was likely~~, or there was at least a material risk,~~ that WiseTech would not in FY20 earn a material part of the revenue from the Adjacencies and Foothold acquisitions, including one or more of Pierbridge, SmartFreight, Cargoguide, CargoSphere and Trinium ~~the businesses set out in paragraph 77D(a) and (b) above~~, forecast by the FY20 Financial Plan.

Particulars

(i) The plaintiff refers to and repeats paragraphs 93E and 93F and the particulars to those paragraphs.

(i.a) The FY20 Financial Plan included forecasts for revenue growth by the acquired businesses set out in the particulars to paragraph 93F that:

(A) included amounts that were described by WiseTech as revenue "Growth" (WTC.003.051.4267_0001); and

(B) were not based on a realistic assessment of the most likely outcome in FY20.

(Friend Report, [218] – [231] and [239] – [241]).

(i.b) The forecast revenue growth in (i.a) included revenue and EBITDA growth for the Adjacencies set out in paragraph 77D above in the following amounts:

Acquisition	*Revenue*	*EBITDA*
Pierbridge	*$8.0 m*	*$8.0m*
Trinium	*$1.2m*	*$1.2m*
SmartFreight	*$5.0m*	*$4.1m*
Cargoguide	*$2.0m*	*$2.0m*
CargoSphere	*$1.4m*	*$1.4m*

(Friend Report, [227]).

(i.c) The contingency included by WiseTech in its FY20 Financial Plan was less than the total amount of the FY20 growth initiatives included in that plan, which gave rise to a risk that the contingency would not be adequate to absorb any shortfall associate with not achieving the growth assumptions (Friend Report, [235] – [238]).

(ii) ~~So far as he is able to say prior to the completion of discovery and the filing of expert reports, t~~The failure by WiseTech to integrate the acquisitions, further or in the alternative, the products offered by the acquisitions, set out in the particulars to paragraph 93F reduced their ability to generate revenue in the amounts estimated in the FY20 Financial Plan.

(ii.a) At the commencement of the Relevant Period, the most reasonably likely outcome in FY20 was that WiseTech would generate revenue growth from the Adjacencies and Foothold acquisitions of approximately $1 million,

(Friend Report, [241] and Appendix C).

~~(iii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

D.4.3 Fair value and contingent consideration

93H. Further or in the alternative, by no later than 21 August 2019, by reason of the matters in paragraph 93F, it was likely~~, or there was at least a material risk,~~ that:

(a) delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation

to pay Contingent Consideration (**August Contingent Consideration Information**); and

(b) by reason of the matters in (a), the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech (**August Fair Value Information**).

Particulars

(i) ~~So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports, he~~<u>The plaintiff:</u>

(A) refers to and repeats paragraph 93F above and the particulars to that paragraph;

(B) refers to the statement by KPMG, WiseTech's auditor, in the material provided to the members of the Audit Committee in advance of its meeting held on 13 February 2020 to the effect that:

(1) when a contractual obligation has not been met such as completion of development activity by a deadline, or failure to reach the revenue target during the period specified in the contract, the liability is required to be derecognised unless another basis for recognition can be identified; and

(2) even if the period over which the contingency is measured has not yet expired, but based on forecasts the fair value of the liability is nil, then the liability is recorded as nil,

(WTC.002.001.0007_0189).

(C) refers to the following matters:

(1) the acquisitions in respect of which the contingent consideration was renegotiated as described in paragraph 143D(b) below were acquired in

(a) September 2017 in the case of CargoSphere;

(b) May 2018 in the case of Easylog;

(c) July 2018 in the case of Pierbridge;

(d) October 2018 in the case of Trinium; and

(e) November 2018 in the case of SmartFreight;

(2) the reasons identified by WiseTech for the earnout metrics failing to be achieved as set out at paragraph 93F above are matters that existed as at the dates the acquisitions were made;

(3) by reason of the matters in (1) and (2) above, it can be inferred that, by no later than 21 August

2019, it was likely, or there was at least a material risk, that there would be delays in the business and product integration of acquired businesses that would result in acquired businesses failing to achieve earnout metrics.

(i.a) At 19 August 2019, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $197.8 million, which was approximately $32.7 million less than the carrying amount of $226.9 million (Friend Report, [409]).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

D.4.4 EBITDA

94. Further or in the alternative to the allegations in paragraphs 93 and 93H, by reason of the matters in paragraphs 92, 93, 93A, 93D, 93DB, and/or 93G, at all material times from the commencement of the Relevant Period it was likely~~, or there was at least a material risk,~~ that WiseTech would not be able, in FY20, to:

(a) produce any, further or in the alternative any material, profit margin from Container Diversion or Nexus; and/or

(b) materially increase the profit margin of businesses acquired by WiseTech from FY15 to FY19 as part of the Acquisition Strategy,

and thereby its overall profit margin.

Particulars

(i) ~~So far as the plaintiff is able to say prior to discovery, t~~The plaintiff refers to:

(A) and repeats paragraphs 92, ~~and~~ 93, 93A, 93D, 93DB and 93G above, and the particulars to those paragraphs;

(B) the statement in the FY20 Results Presentation that "[a]cquisitions flattened overall gross profit margin on previous year at 82%" (page 8) (WTC.001.096.3654_0008); and

(C) the statement in the FY20 Earnings Call that:

"[o]f note was our CargoWise gross profit margin, which increased 1 percentage point to 92%, despite the challenging COVID conditions. Our lower-margin acquisitions businesses held the overall gross profit margin flat on the prior corresponding period at 82%. It should be noted that our acquired businesses generally have higher product and service support costs and lower

leverage due to their smaller size and commercial licence model, which means they typically have a lower gross profit margin than CargoWise" (page 5) (PLT.001.001.0138_0004).

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

95. From at least the start of the Relevant Period, the matters in paragraphs 89 to 94, further or in the alternative 93A and 93D, 93DB and/or 93G, above were likely to~~, or there was at least a material risk that they would,~~ place downward pressure on WiseTech's EBITDA and/or EBITDA margin in FY20.

Particulars

(i) The plaintiff refers to and repeats paragraphs 89 to 94 above, and the particulars to those paragraphs.

(ii) ~~So far as the plaintiff is able to say prior to discovery and the filing of expert reports, and a~~All other things being equal, a failure to generate revenue growth in an amount equivalent to the WiseTech FY20 Revenue Growth, reduce general and administrative expenses, and/or its research and development costs, as a proportion of revenue, or to increase gross profit, would result in, or materially contribute to, lower EBITDA than if WiseTech were able to achieve those things.

~~*(iii) Further particulars may be provided following discovery and the filing of expert reports.*~~

96. By reason of the matters in paragraphs 89 to 95 above, the following information existed from 21 August 2019:

(a) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(b) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%.

(together or separately, **August EBITDA Information**).

Particulars

(i) At 19 August 2019, a realistic estimate of the EBITDA that it was likely WiseTech would earn in FY20 was approximately $119.4 million.

(Friend Report, [239] – [242])

(ii) The underlying reasons for the estimates in (i) were that, by reason of the matters in paragraphs 89 to 95 above, it was likely that WiseTech would:

(A) generate revenue that was materially less than the amount that it anticipated it would generate in FY20 from programs that were intended to but would likely not, accelerate execution of its growth strategy by the expansion of its CargoWise One platform through product innovation; and

(B) achieve revenue or revenue growth that was materially less than the amount that it anticipated it would generate in FY20 in businesses that were intended to but would likely not, accelerate execution of its growth strategy through adjacency and foothold acquisitions.

D.5 August continuous disclosure contraventions

97. The August Costs Information, August Contingent Consideration Information, August Fair Value Information and/or the August EBITDA Information (together or separately the **August Information**) constituted information that:

(a) WiseTech had (within the meaning of section 674(2) of the Corporations Act) by no later than 21 August 2019.

Particulars

(i) The August Information related to the actual performance of WiseTech in 1H20.

(i.a) ~~So far as the plaintiff is able to say prior to discovery~~ The plaintiff says that:

(A) WiseTech had the August Information by no later than 21 August 2019 because one or more of its officers ought reasonably to have come into possession of it in the course of the performance of their duties as an officer of WiseTech;

(B) the officers who ought reasonably to have come into possession of the August Information by no later than 21 August 2019, and the matters by reason of which they ought reasonably to have come into possession of it, are set out in Annexure F to this Amended Statement of Claim.

(ii) Further, officers of WiseTech ought reasonably to have had the August Information because;

(A) WiseTech had made announcements to the market concerning its forecast revenue, costs and EBITDA in FY20;

(B) the August Information affected the continued reliability of those announcements;

(C) WiseTech's management systems allowed its officers to receive sales and earnings reports; and

(D) the August Information related to the actual performance of WiseTech in 1H20 to date.

~~*(iii) Further particulars may be provided following discovery.*~~

(b) was not generally available within the meaning of section 674(2)(c)(i) of the Corporations Act;

(c) a reasonable person would expect, if it were generally available, to have a material effect on the price or value of WiseTech Shares within the meaning of section 674(2)(c)(ii) of the Corporations Act; and

(d) in the premises in sub-paragraphs (a) to (c), by operation of Listing Rule 3.1, WiseTech was obliged to tell the ASX by no later than 21 August 2019.

98. WiseTech:

(a) did not tell the ASX the August Information at any time prior to 19 February 2020 when it was disclosed;

Particulars

(i) The August Information was disclosed in, or constituted deductions, conclusions or inferences that could be made or drawn from, the 1H20 Results Announcement and the 1H20 Results Presentation.

(b) in the premises in sub-paragraph (a), contravened ASX Listing Rule 3.1; and

(c) in the premises in sub-paragraphs (a) and (b), contravened section 674(2) of the Corporations Act,

(**August Continuous Disclosure Contravention**).

99. By failing to tell the ASX the August Information on or after 21 August 2019, WiseTech contravened section 674(2) of the Corporations Act on each day between 21 August 2019 and 19 February 2020 when it was disclosed.

D.6 August misleading or deceptive conduct contraventions

100. The August Representations were:

(a) conduct in trade or commerce;

(b) in relation to:

(i) a financial product (being WiseTech Shares and/or WiseTech Equity Swaps), within the meaning of section 764A(1)(a) of the Corporations Act;

(ii) a financial service within the meaning of:

A. sections 766A(1)(a) and 766B(1) of the Corporations Act; and

B. section 12BAB(1)(a) of the ASIC Act;

(c) in the case of the August Costs Representation, August EBITDA Representation and August EBITDA Margin Representation, made in relation to future matters within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL; and

(d) information that a reasonable person would expect to have a material effect on the price or value of WiseTech Shares.

Particulars

(i) The matters in sub-paragraph (d) are to be inferred from the matters in paragraphs 145 to 147 below.

*(i.a) Corrected expert report of Ramsey Zein dated 8 September 2026 (**Zein Report**), [7] to [14] and Part 8.*

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

101. By reason of the matters pleaded in paragraphs 89 to 96 above, WiseTech:

(a) did not, by 21 August 2019, have reasonable grounds for making the August Costs Representation, August EBITDA Representation or the August EBITDA Margin Representation within the meaning of

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and/or

(iii) section 4 of the ACL;

Particulars

(i) The plaintiff refers to and repeats paragraphs 89 to 96 and the particulars to those paragraphs.

(b) did not, at any time prior to 19 February 2020, withdraw or qualify the August Representations;

(c) in the premises, by making, maintaining and/or failing to correct or qualify the August Representations, or any of them, from the start of the Relevant Period engaged in conduct that was misleading or deceptive, or likely to mislead or deceive, in contravention of:

(i) section 1041H(1) of the Corporations Act;

(ii) section 12DA of the ASIC Act; further or in the alternative; and/or

(iii) section 18 of the ACL,

(**August Misleading Conduct Contraventions**).

E. OCTOBER CONTRAVENTIONS

E.1 18 October 2019 – WiseTech response to JCAP Report

102. On or about 16 October 2019, J Capital Research (**JCAP**), a short selling firm, published a report titled 'Part 1: The Wizard of WiseTech The Illusion of Success' (**First JCAP Report**) (WTC.001.055.9647).

103. Following the publication of the First JCAP Report, on 17 October 2019 WiseTech requested that an immediate trading halt of WiseTech Shares be granted.

104. On or about 18 October 2019, WiseTech published and released a document to the ASX entitled 'WTC responds to misinformation in market report' (**First JCAP Response**) (WTC.003.116.0664).

105. The First JCAP Response contained the following statements:

''*WiseTech rejects entirely the allegations of financial impropriety and irregularity contained in the [First JCAP Report] . The Report was published without prior inquiry to WiseTech. …*

Founder & CEO, Richard White, said "We are very concerned that the allegations in the document may mislead and manipulate the market to the detriment of WiseTech's business and its shareholders, large and small. Our financials, our revenue, our profit, our growth rates and our product have all been verified comprehensively and form part of the external independent audits conducted annually."

Particulars

(i) First JCAP Response, page 1 (WTC.003.116.0664).

E.2 23 October 2019 – WiseTech response to Second JCAP Report

106. On about 21 October 2019, JCAP published a report titled 'WiseTech Part II: The Closer You Look the Uglier it Gets' (**Second JCAP Report**) (WTC.001.120.6095).

107. Following the publication of the Second JCAP Report, on 21 October 2019, WiseTech requested that an immediate trading halt of WiseTech Shares be granted.

108. On or about 23 October 2019, WiseTech published a document to the ASX entitled 'WTC responds to misinformation in market report' (**Second JCAP Response**) (WTC.003.116.0666).

109. The Second JCAP Response contained the following statements:

(a) "*The claims in the [Second JCAP Report] that acquisitions do not meet targets is wrong. Our integrations are on track to deliver value and relevant earnout payments were made each year from FY17-FY19.*" (page 4) (WTC.003.116.0666_0003);

(b) "*WiseTech reaffirms its previous statements rejecting entirely the unfounded allegations of financial impropriety and irregularity contained in both this and the previous Report. In addition to the initial responses provided on allegations above, it is the Board's opinion that this Report erroneously either misunderstands, selectively presents or misrepresents the company's performance, acquisitions, product quality and customer relationships.*" (page 5) (WTC.003.116.0666_0004); and

(c) "*We confirm our guidance for FY20 of revenue of $440m - $460m, with revenue growth of 26% - 32% and EBITDA of $145 - $153m with EBITDA growth of 34% - 42%*" (page 1) (WTC.003.116.0666).

E.3 October representations

110. By reason of the matters pleaded in paragraphs 108 to 109, from 23 October 2019 to the end of the Relevant Period, WiseTech repeated and thereby reaffirmed the August EBITDA Representation (**October EBITDA Representation**).

Particulars

(i) The October EBITDA Representation was partly express and partly implied.

(ii) To the extent that it was express, the plaintiff refers to paragraphs 108 to 109.

(iii) To the extent that it was implied, the plaintiff refers to paragraphs 108 to 109.

111. By reason of the matters pleaded in paragraphs 108 and 109, from 23 October 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that WiseTech expected its EBITDA margin in FY20 to be between approximately 32.9% and 33.2% (**October EBITDA Margin Representation**).

Particulars

(i) The October EBITDA Margin Representation was implied and is to be inferred from the making of the October EBITDA Representation.

(ii) The plaintiff refers to and repeats paragraph 86 above and the particulars to that paragraph.

112. By reason of the matters pleaded in paragraphs 108 to 109, from 23 October 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that it had a reasonable basis for making the October EBITDA Representation (**October EBITDA Basis Representation**).

Particulars

(i) The October EBITDA Basis Representation was implied and is to be inferred from the making of the August EBITDA Representation and the October EBITDA Representation and by WiseTech's failure to correct, withdraw or modify the October EBITDA Representation

at any time from 23 October 2019 to the end of the Relevant Period.

113. By reason of the matters pleaded in 107 to 109, at all material times from 23 October 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that its financial performance in 1Q20 had been such that its forecast EBITDA and/or EBITDA margin in FY20 was reasonably maintainable (**October 1H20 Contribution Representation**).

Particulars

(i) The October 1H20 Contribution Representation was implied and is to be inferred from the making of the October EBITDA Representation and by WiseTech's failure to correct, withdraw or modify the October 1H20 Contribution Representation at any time from 23 October 2019 to the end of the Relevant Period.

114. By reason of the matters pleaded in paragraphs 108 to 109, at all material times from 23 October 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that the integration of acquired entities into WiseTech's operations, including use of the CargoWise platform, was not, or was not reasonably expected to be, affected by:

(a) material delays from the Integration Timeline; and/or

(b) including by reason of the matters in (a):

(i) a failure to earn revenue that WiseTech might otherwise have earned had its acquired businesses not experienced material delays in the Integration Timeline;

(ii) costs that would materially affect the ability of WiseTech to achieve its forecast EBITDA and/or EBITDA margin in FY20,

(**No Acquisition Integration Delays Representation**).

Particulars

(i) The No Acquisition Integration Delays Representation was partly express and partly implied.

(ii) To the extent that it was express, the plaintiff refers to paragraphs 108 and 109.

(iii) To the extent that it was implied, the plaintiff refers to paragraphs 108 and 109, including by WiseTech saying in the Second JCAP Response that "Our integration process is well established, integrations are on track to deliver value" (page 3) (WTC.003.116.0666_0002).

(iv) Further, it is to be implied from WiseTech expressly stating in the Second JCAP Response that "relevant earnout payments were made each year from FY17-FY19" (page 4) (WTC.003.116.0666_0003) and that WiseTech expected earnout payments in FY20 to be similarly paid out because acquired entities were expected to meet project integration milestones according to contractual obligations applying to those acquired entities.

115. By reason of the matters pleaded in paragraphs 108 and 109, at all material times during the Relevant Period, WiseTech represented to the Affected Market that it had a reasonable basis for making the No Acquisition Integration Delays Representation (**No Acquisition Integration Delays Basis Representation**).

Particulars

(i) The No Acquisition Integration Delays Basis Representation was implied, and is to be inferred from the making of the No Acquisition Integration Delays Representation and by WiseTech's failure to correct, withdraw or modify the No Acquisition Integration Delays Representation at any time from 23 October 2019 to the end of the Relevant Period.

116. WiseTech did not wholly correct the:

(a) October EBITDA Representation;

(b) October EBITDA Margin Representation;

(c) October EBITDA Basis Representation;

(d) October 1H20 Contribution Representation;

(e) No Acquisition Integration Delays Representation; and

(f) No Acquisition Integration Delays Basis Representation

(together, **October Representations**), which were accordingly continuing representations, to the extent that they remained unqualified and uncorrected, until 19 February 2020.

Particulars

(i) The plaintiff refers to the February Disclosure pleaded in paragraphs 140 to 143 below.

E.4 True position

117. By 23 October 2019:

(a) WiseTech's financial situation, performance and prospects in FY20, the subject of paragraphs 89 to 96 above, were continuing and/or had not improved;

(b) [not used] ~~WiseTech had:~~

~~(i) experienced delays in; further or in the alternative~~

~~(ii) not materially progressed,~~

~~the integration of at least 189 of the businesses that it acquired in FY15 to FY19 as part of the Acquisition Strategy.~~

Particulars

(i) The plaintiff refers to and repeats paragraphs 89 to 96 and the particulars to those paragraphs ~~So far as the plaintiff is able to say prior to discovery, WiseTech had experienced delays in, or had not materially progressed, the integration of the businesses set out in the table at Annexure D to this Amended Statement of Claim~~.

(ii) [not used] ~~The delays in, and lack of progress of, the integration of the businesses set out in Annexure D is to be inferred from the description of the "Develop Product" and "Commercial foundation" steps in the integration process set out in the FY19 Results Presentation and the 1H20 Results Presentation and reproduced in the table in Annexure D (FY19 Results Presentation, pages 58 – 61; 1H20 Results Presentation, pages 53 – 58). Given that the integration of the businesses set out in Annexure D had not materially progressed at 19 February 2020, when compared with the status at 21 August 2019, it is to be inferred that they had been delayed, or had not materially progressed, at all earlier points in time.~~

(ii.a) The plaintiff refers to the following matters:

(A) with respect to Pierbridge:

(1) by 19 September 2019, Pierbridge considered that it would "struggle to forecast any significant growth" for the balance of FY20, which was caused in part by a failure to realise anticipated revenue growth from integration with CargoWise (WTC.001.096.3830);

(2) it had not, by 4 October 2019, developed use cases for Transtream for WiseTech customers (WTC.001.101.1214)

(B) with respect to SmartFreight, the business attributed revenue shortfalls to the FY20 Financial Plan to a failure to secure new customers (WTC.001.065.2275);

(C) with respect to Cargoguide:

(1) by 3 October 2019, integration with CargoWise had not been deployed, because of changes within CargoWise that had caused delays (WTC.001.101.3636; WTC.001.103.4738);

(2) by 10 October 2019, WiseTech had been told that revenue shortfalls for Cargoguide compared with the FY20 Financial Plan were due to delays in the development of Cargoguide's software (WTC.001.065.7513);

(D) with respect to CargoSphere, by 8 October 2019, Neil Barni, Managing Director of CargoSphere, had informed WiseTech that it was "very difficult to predict revenue for FY 2020" without knowing whether the integration of CargoSphere with CargoWise would deliver a "minimum viable product", and CargoSphere being back on the CargoWise price list in the calendar year 2019 (WTC.001.178.5615);

(E) with respect to Trinium:

(1) by 21 October 2019, WiseTech had not documented integration or product development or integration for Trinium adequately or at all (WTC.001.093.0199);

(2) as at 13 November 2019, WiseTech had not finalised documents which set out the plan for integration of Trinium (WTC.001.093.0199 0001 - 0002), and that there were "no updates or recent progress" in relation to Trinium, from which it can be inferred that no, alternatively, no adequate integration or product development for Trinium had occurred as at 23 October 2019;

(3) as at 10 December 2019, WiseTech had not finalised documents which set out the plan for integration of Trinium and "detailed integration requirements [for Trinium] are being worked on by Benn Bekic" (WTC.001.082.6496, from which it can be inferred that no, alternatively, no adequate integration or product development for Trinium had occurred as at 23 October 2019; and

(4) Coates Report, [415] – [422] and [426] – [428].

(ii.b) On 22 October 2019, Cartledge sent to the directors of WiseTech, including White, an estimate of revenue for the

*balance of FY20 compared with the FY20 Financial Plan (**Draft FY20 Estimate**), which:*

(A) reduced the revenue that WiseTech anticipated it would earn in FY20 from:

(1) Pierbridge by $6.3 million;

(2) SmartFreight by $3.3 million;

(3) Cargoguide by $1.2 million; and

(4) Trinium by $0.8 million,

(B) recorded a release of $18 million of the contingency included in the FY20 Financial Plan,

(WTC.001.056.7345; WTC.001.056.7346).

~~*(iii) Further particulars may be provided following discovery and the filing of expert reports.*~~

(c) in the case of at least four businesses acquired by WiseTech as part of the Acquisition Strategy, those businesses that ought to have completed integration, or to have neared completion, in the time provided for in the Integration Timetable, and had not.

Particulars

(i) ~~*So far as the plaintiff is able to say prior to discovery, t*~~*The businesses that ought to have completed integration in line with the Integration Timetable included:* ~~*ZSoft, znet, ACO Informatica, and Bysoft.*~~

(A) Zsoft, which WiseTech had acquired in FY15. By reason of its acquisition in FY15, by 23 October 2019 WiseTech ought reasonably to have completed its integration in accordance with the Integration Timeline, and it had not;

(B) znet, which WiseTech had acquired in FY17. By reason of its acquisition in FY17, by 23 October 2019 WiseTech ought reasonably to have completed its integration in accordance with the Integration Timeline, alternatively WiseTech ought reasonably to have substantially progressed its integration such that it was nearing completion, and it had not;

(C) ACO, which WiseTech had acquired in FY17. By reason of its acquisition in FY17, by 23 October 2019 WiseTech ought reasonably to have completed its integration in accordance with the Integration Timeline, alternatively WiseTech ought reasonably to have substantially progressed its integration such that it was nearing completion, and it had not;

(D) Bysoft, which WiseTech had acquired on 1 August 2017. By reason of its acquisition on 1 August 2017, by 23 October 2019 WiseTech ought reasonably to have completed its integration in accordance with the Integration Timeline, alternatively WiseTech ought reasonably to have substantially progressed its integration such that it was nearing completion, and it had not.

~~*(ii) Further particulars may be provided following discovery.*~~

E.4.1 Costs

118. By reason of the matters in paragraph 117 above, at all times from 23 October 2019, it was likely, or there was at least a material risk, that WiseTech would not be able to:

(a) make materially more efficient, further or in the alternative;

(b) materially reduce as a proportion of revenue,

G&A Costs, and/or research and development costs, associated with the operation and/or integration of businesses acquired as part of the Acquisition Strategy~~.~~,

(**October Costs Information**).

E.4.2 Revenue

118A. Further or in the alternative, by no later than 23 October 2019, WiseTech's trading results for 1Q20 were reported to the directors WiseTech (**1Q20 Results**), which recorded that in 1Q20:

(a) WiseTech had earned revenue of approximately $101.7 million, which constituted revenue growth compared with 1Q19 of approximately $29.3 million, and was approximately $1.8 million behind plan:

(b) WiseTech's core business had earned revenue of approximately $62.8 million, which constituted revenue growth compared with 1Q19 of approximately $13.1 million, and was approximately $1.3 million ahead of plan, and;

(c) existing acquisitions had generated revenue of $38.9 million, which constituted revenue growth compared with 1Q19 of approximately $16.2 million, and was approximately $3.2 million behind plan;

Particulars

(i) WTC.001.001.0044_0041 and _0046.

(ii) Revenue growth in acquisitions was constituted by approximately $4.6 million in foothold acquisitions, and $11.6 million in adjacency acquisitions (WTC.001.001.0044_0041).

(iii) Of the amounts in (ii) revenue growth in:

(A) foothold acquisitions was made up of approximately $5 million in revenue growth from run rate increases, and a decline in revenue of approximately $500,000 in organic revenue (WTC.001.001.0044_0043); and

(B) adjacency acquisitions was made up of approximately $10.5 million in run rate increases, and approximately $800,000 in organic revenue.

~~*(iv) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

118B. The 1Q20 Results recorded that:

(a) the shortfall in revenue of existing acquisitions to plan included a shortfall of approximately:

(i) $1.4 million in foothold acquisitions; and

(ii) $1.8 million in Adjacencies;

Particulars

(i) ~~So far as the plaintiff is able to say before discovery,~~ t~~T~~he shortfalls to revenue in 1Q19 for:

(A) foothold acquisitions are as set out in the table below:

FY17 and prior			
Acquisition	*Revenue ($'000)*	*Plan*	*Shortfall*
Zsoft	*176*	*218*	*42*
FY18			
Bysoft	*967*	*1,156*	*189*
ABM	*324*	*624*	*300*
CustomsMatters	*316*	*337*	*20*
Intris	*1,534*	*1,787*	*253*

LSP	*686*	*724*	*48*
Forward	*619*	*663*	*44*
Softcargo	*502*	*547*	*45*
Easylog	*512*	*590*	*78*
FY19			
Fenix	*307*	*319*	*12*
Taric	*2,481*	*2,716*	*236*
Multi-consult	*1,435*	*1,549*	*115*
DataFreight	*503*	*521*	*17*
Systema	*533*	*615*	*82*

(B) Adjacencies are set out in the table below

FY17 and prior			
Acquisition	*Revenue ($'000)*	*Plan*	*Shortfall*
Translogix	*1,372*	*1,385*	*14*
CCN	*327*	*357*	*30*
FY18			
CMS	*761*	*831*	*69*
Cargoguide	*480*	*710*	*230*
CargoSphere	*1,112*	*1,245*	*133*
FY18			
Pierbridge	*1,628*	*2,223*	*595*
Trinium	*3,636*	*3,827*	*191*
Tankstream	*65*	*139*	*74*
SmartFreight	*1,963*	*2,637*	*674*
Containerchain	*4,085*	*4,131*	*45*

(WTC.001.001.0044_0046 to _0048).

~~(ii) Further particulars may be provided following the completion of discovery.~~

E.4.3 Fair value and contingent consideration

118C. Further or in the alternative to paragraphs 118, by no later than 23 October 2019, by reason of the matters in paragraphs 117 and 118B it was likely, or there was at least a material risk, that:

(a) delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration (**October Contingent Consideration Information**); and

(b) by reason of the matters in (a), the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech (**October Fair Value Information**).

Particulars

(i) ~~So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports,he~~ The plaintiff:

(A) refers to and repeats paragraphs 117 and 118B above and the particulars to those paragraphs;

(B) refers to the statement by KPMG, WiseTech's auditor, in the material provided to the members of the Audit Committee in advance of its meeting held on 13 February 2020 to the effect that:

(1) when a contractual obligation has not been met such as completion of development activity by a deadline, or failure to reach the revenue target during the period specified in the contract, the liability is required to be derecognised unless another basis for recognition can be identified; and

(2) even if the period over which the contingency is measured has not yet expired, but based on forecasts the fair value of the liability is nil, then the liability is recorded as nil,

(WTC.002.001.0007_0189).

(C) refers to the following matters:

(1) the acquisitions in respect of which the Contingent Consideration was renegotiated as described in paragraph 143D(b) below were acquired in:

(a) September 2017 in the case of CargoSphere;

(b) May 2018 in the case of Easylog;

(c) July 2018 in the case of Pierbridge;

(d) October 2018 in the case of Trinium; and

(e) November 2018 in the case of SmartFreight;

(2) the reasons identified by WiseTech for the earnout metrics failing to be achieved as set out at paragraph 93F above are matters that existed as at the dates the acquisitions were made;

(3) by reason of the matters in (1) and (2) above, it can be inferred that, by no later than 23 October 2019, it was likely, or there was at least a material risk, that there would be delays in the business and product integration of acquired businesses that would result in acquired businesses failing to achieve earnout metrics.

(i.a) At 23 October 2019, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $197.8 million, which was approximately $32.7 million less than the carrying amount of $226.9 million (Friend Report, [409]).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

E.4.4 EBITDA

119. Further or in the alternative to paragraphs 118 and 118C, by reason of the matters in paragraphs 117 to ~~and~~ 118C above, the following information existed from 23 October 2019:

(a) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(b) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%,

(together or separately, **October EBITDA Information**).

Particulars

(i) The plaintiff refers to and repeats:

(A) particular (ii) to paragraph 93A;

(B) paragraphs:

(1) 95 above, which applied mutatis mutandis *on and from 23 October 2019; and*

(2) 117 to 118C above,

and the particulars to those paragraphs.

(ii) At 23 October 2019, a realistic estimate of the EBITDA that it was likely WiseTech would earn in FY20 was approximately $119.4 million.

(Friend Report, [280] – [281])

(iii) The underlying reasons for the estimate in (ii) were that, by reason of the matters in paragraphs 118 to 118C, it was likely that WiseTech would:

(A) generate revenue that was materially less than the amount that it anticipated it would generate in FY20 from programs that were intended to but would likely not, accelerate execution of its growth strategy by the expansion of its CargoWise platform through product innovation; and

(B) achieve revenue or revenue growth that was materially less than the amount that it anticipated it would generate in FY20 in businesses that were intended to but would likely not, accelerate execution of its growth strategy through adjacency and foothold acquisitions.

E.5 October continuous disclosure contraventions

120. The October Costs Information, October Contingent Consideration Information, October Fair Value Information and/or the October EBITDA Information (together or separately the **October Information**) constituted information that:

(a) WiseTech had (within the meaning of section 674(2) of the Corporations Act) by no later than 23 October 2019.

Particulars

(i) The October Information related to the actual performance of WiseTech in 1H20.

(i.a) ~~So far as the plaintiff is able to say before discovery~~ The plaintiff says that:

(A) WiseTech had the October Information by no later than 23 October 2019 because one or more of its officers ought reasonably to have come into possession of it in the course of the performance of their duties as an officer of WiseTech;

(B) the officers who ought reasonably to have come into possession of the October Information by no later than 23 October 2019, and the matters by reason of which they ought reasonably to have come into

possession of it, are set out in Annexure G to this Amended Statement of Claim.

(ii) Further, officers of WiseTech ought reasonably to have had the October Information because:

(A) WiseTech had made announcements to the Market concerning its forecast revenue, costs and EBITDA in FY20;

(B) the October Information affected the continued reliability of those announcements;

(C) WiseTech's management systems allowed its officers to receive sales and earnings reports; and

(D) the October Information related to the actual performance of WiseTech in 1H20 to date.

~~*(iii) Further particulars may be provided following discovery.*~~

(b) was not generally available within the meaning of section 674(2)(c)(i) of the Corporations Act,

(c) a reasonable person would expect, if it were generally available, to have a material effect on the price or value of WiseTech Shares within the meaning of section 674(2)(c)(ii) of the Corporations Act; and

(d) in the premises in sub-paragraphs (a) to (c), by operation of Listing Rule 3.1, WiseTech was obliged to tell the ASX by no later than 23 October 2019.

121. WiseTech:

(a) did not tell the ASX the October Information at any time prior to 19 February 2020 when it was disclosed;

Particulars

(i) The October Information was disclosed in, or constituted deductions, conclusions or inferences which could be made or drawn from, the 1H20 Results Announcement and/or the 1H20 Results Presentation.

(b) in the premises in sub-paragraph (a), contravened ASX Listing Rule 3.1; and

(c) in the premises in sub-paragraphs (a) and (b), contravened section 674(2) of the Corporations Act,

(**October Continuous Disclosure Contravention**).

122. By failing to tell the ASX the October Information on or after 23 October 2019, WiseTech contravened section 674(2) of the Corporations Act on each day between 23 October 2019 and 19 February 2020 when it was disclosed.

E.6 October misleading or deceptive conduct contraventions

123. The October Representations were:

(a) conduct in trade or commerce

(b) in relation to:

(i) a financial product (being WiseTech Shares and/or WiseTech Equity Swaps), within the meaning of section 764A(1)(a) of the Corporations Act;

(ii) a financial service within the meaning of:

A. sections 766A(1)(a) and 766B(1) of the Corporations Act; and

B. section 12BAB(1)(a) of the ASIC Act;

(c) in the case of the October EBITDA Representation, October EBITDA Margin Representation and October 1H20 Contribution Representation, representations made in relation to future matters within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL; and

(d) information that a reasonable person would expect to have a material effect on the price or value of WiseTech Shares and/or WiseTech Equity Swaps.

Particulars

(i) The matters in sub-paragraph (d) are to be inferred from the matters in paragraphs 145 to 147.

(i.a) Zein Report, [14] – [17].

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

124. By reason of the matters pleaded in paragraphs 117 to 119 above, WiseTech:

(a) did not, by 23 October 2019, have reasonable grounds for making the October EBITDA Representation, October EBITDA Margin Representation, or October 1H20 Contribution Representation, within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL;

Particulars

(i) The plaintiff refers to and repeats paragraphs 117 to 119 and the particulars to those paragraphs.

(b) did not, at any time prior to 19 February 2020, withdraw or qualify the October Representations;

(c) in the premises, by making, maintaining and/or failing to correct or qualify the October Representations, or any of them, from 23 October 2019 engaged in conduct that was misleading or deceptive, or likely to mislead or deceive in contravention of:

(i) section 1041H(1) of the Corporations Act;

(ii) section 12DA of the ASIC Act; further or in the alternative;

(iii) section 18 of the ACL,

(**October Misleading Conduct Contraventions**).

F. NOVEMBER CONTRAVENTIONS

F.1 WiseTech CEO Annual General Meeting Address

125. On or about 19 November 2019, WiseTech published a document to the ASX entitled 'AGM addresses, on track to deliver FY20 guidance' (**AGM FY20 Guidance**). (WTC.001.059.9886)

126. The AGM FY20 Guidance contained the following statement:

> [attributed to Richard White] "*We reconfirm our FY20 guidance. The strong momentum and significant growth of the Group during FY19, the power of the*

CargoWise One platform, annual customer attrition rate of less than 1% and continued relentless investment in innovation and expansion across our global business give us confidence to expect, subject to currency movements:

FY20 revenue of $440m - $460m, revenue growth of 26% - 32%,

***EBITDA of $145m - $153m, EBITDA growth of 34% - 42%.*"**

Particulars

(i) AGM FY20 Guidance, page 7. (WTC.001.059.9886_0006)

F.2 November representations

127. By reason of the matters pleaded in paragraphs 125 to 126, from 19 November 2019 to the end of the Relevant Period, WiseTech repeated and thereby reaffirmed the August EBITDA Representation (**November EBITDA Representation**).

Particulars

(i) The November EBITDA Representation was partly express and partly implied.

(ii) To the extent that it was express, the plaintiff refers to paragraphs 125 to 126.

(iii) To the extent that it was implied, the plaintiff refers to paragraphs 125 to 126.

128. By reason of the matters pleaded in paragraphs 125 to 127 above, from 19 November 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that WiseTech expected its EBITDA margin in FY20 to be between approximately 32.9% and 33.2% (**November EBITDA Margin Representation**).

Particulars

(i) The November EBITDA Margin Representation was implied and is to be inferred from the making of the November EBITDA Representation.

(ii) The plaintiff refers to and repeats paragraph 86 above and the particulars to that paragraph.

129. By reason of the matters pleaded in paragraphs 125 to 126, from 19 November 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that it had a reasonable basis for making the November EBITDA Representation (**November EBITDA Basis Representation**).

Particulars

(i) The November EBITDA Basis Representation was implied and is to be implied from the making of the November EBITDA Representation and by WiseTech's failure to correct, withdraw or modify the November EBITDA Representation at any time from 19 November 2019 to the end of the Relevant Period.

130. By reason of the matters pleaded in paragraphs 125 to 126 above, at all material times from 19 November 2019 to the end of the Relevant Period, WiseTech represented to the Affected Market that its financial performance to 31 October 2019 had been such that its forecast EBITDA and/or EBITDA margin in FY20 was reasonably maintainable (**November 1H20 Contribution Representation**).

Particulars

(i) The November 1H20 Contribution Representation was implied and is to be implied from the making of the November EBITDA Representation and by WiseTech's failure to correct, withdraw or modify the November EBITDA Representation at any time from 19 November 2019 to the end of the Relevant Period.

131. WiseTech did not wholly correct the:

(a) November EBITDA Representation;

(b) November EBITDA Margin Representation;

(c) November EBITDA Basis Representation; and/or

(d) November 1H20 Contribution Representation,

(together, **November Representations**), which were accordingly continuing representations, to the extent that they remained unqualified and uncorrected, until 19 February 2020.

Particulars

(i) The plaintiff refers to the February Disclosure pleaded in paragraphs 140 to 143 below.

F.3 True Position

132. By 19 November 2019, WiseTech's financial situation, performance and prospects in FY20, the subject of paragraphs 89 to 96 and 117 to 119 above were continuing and/or had not improved.

Particulars

(i) The plaintiff refers to and repeats paragraphs 89 to 96 and 117 to 119 above and the particulars to those paragraphs.

(i.a) WiseTech's financial position, performance and prospects in FY20 as alleged in paragraphs 89 to 96 and 117 to 119 had not improved and/or were continuing.

~~*(ii) Further particulars may be provided following discovery and the filing of expert evidence.*~~

F.3.1 Costs

133. By reason of the matters in paragraph 132, at all times from 19 November 2019, it was likely, or there was at least a material risk, that WiseTech would not be able to:

(a) make materially more efficient, further or in the alternative;

(b) materially reduce as a proportion of revenue,

G&A Costs, and/or research and development costs, associated with the operation and/or integration of businesses acquired as part of the Acquisition Strategy,

(**November Costs Information**).

F.3.2 Revenue

133A. Further or in the alternative, by no later than 19 November 2019, WiseTech's trading results for the year to date to 31 October 2019 were reported to the directors, which showed that:

(a) WiseTech had earned revenue of approximately $136 million, which compared with the period ending 31 October 2018 constituted revenue growth of approximately $37.3 million, and was approximately $3.4 million behind plan;

(b) WiseTech's core business had earned revenue of approximately $84.3 million, which constituted revenue growth compared with the period ending 31 October 2018 of $16.3 million, and was approximately $300,000 behind plan; and

(c) existing acquisitions had generated revenue of approximately $52.3 million, which constituted revenue growth compared with the period ending 31 October 2018 of approximately $21.1 million, and was approximately $4.4 million behind plan.

Particulars

(i) WTC.002.001.0019_0070, _0072, _0078 - _0082.

(ii) Revenue growth in acquisitions was constituted by approximately $6.1 million in foothold acquisitions, and $15 million in adjacency acquisitions (WTC.002.001.0019_00081 - _0082).

(iii) Of the amounts in (ii), revenue growth in:

(A) foothold acquisitions was made up of approximately $6.1 million in run rate growth, and a decline of approximately $200,000 in organic revenue (WTC.002.001.0019_0081).

(B) adjacency acquisitions was made up of approximately $13.3 million in run rate increases, and approximately $1.4 million in organic revenue.

~~*(iv) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

133B. For the year to date to 31 October 2019, WiseTech recorded that:

(a) the shortfall in revenue of existing acquisitions to plan included a shortfall of approximately:

(i) $1.3 million in foothold acquisitions; and

(ii) $2.9 million in Adjacencies.

Particulars

(i) ~~So far as the plaintiff is able to say before discovery, t~~The shortfalls to revenue in the period ending 31 October 2019 for:

(A) foothold acquisitions are as set out in the table below:

FY17 and prior			
Acquisition	Revenue ($'000)	Plan	Shortfall
Zsoft	234	291	56
FY18			
Bysoft	1,290	1,476	186
Prolink	1,112	1,159	37
ABM	439	841	402
Intris	2,310	2,382	72
LSP	957	978	21
Forward	806	884	79
Softcargo	687	729	43
Easylog	756	787	30
FY19			
Taric	3,282	3,621	339
Multi-consult	1,831	2,017	186
Systema	745	820	75

(B) Adjacencies are set out in the table below

FY17 and prior			
Acquisition	Revenue ($'000)	Plan	Shortfall
Translogix	1,808	1,838	30
CCN	431	476	45
FY18			
CMS	990	1,108	118
Cargoguide	652	984	332
CargoSphere	1,500	1,693	193
FY18			

Pierbridge	*2,327*	*3,216*	*890*
Trinium	*4,871*	*5,123*	*252*
Tankstream	*80*	*172*	*92*
SmartFreight	*2,644*	*3,721*	*1,077*
Containerchain	*5,521*	*5,545*	*24*

(WTC.002.001.0019_0085 and _0086).

~~(iv) Further particulars may be provided following the completion of discovery.~~

133C. At their meeting held on 14 November 2019, the directors of WiseTech received an estimate of WiseTech's revenue and EBITDA for the balance of FY20 (**October FY20 Estimate**).

Particulars

(i) WTC.001.178.9951.

(ii) ~~So far as the plaintiff is able to say before the completion of discovery, t~~The October FY20 Estimate was included in the documents provided to the directors of WiseTech for their meeting held on 14 November 2019.

(iii) The October FY20 Estimate was tabled at the meeting of the directors held on 14 November 2019 (WTC.002.001.0035_0005).

~~(iv) Further particulars may be provided following the completion of discovery.~~

133D. The October FY20 Estimate:

(a) included a document titled "FY20 revenue walk from plan" that set out changes to the revenue forecast included in the FY20 Financial Plan (**October Revenue Walk**);

Particulars

(i) WTC.001.178.9951_0002.

(b) in the October Revenue Walk:

(i) estimated that revenue that the FY20 Financial Plan assessed would be earned from Container Diversion in 1H20, would instead be earned in 2H20;

Particulars

(i) WTC.001.178.9951_0002.

(ii) ~~So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports~~The plaintiff says:

(A) the October Estimate moved approximately $2 million of revenue that the FY20 Financial Plan had forecast would be earned from Container Diversion in 1H20 to 2H20;

(B) the matters in (A) were the result of an assessment that Container Diversion would commence in January 2020, not October 2019 as assumed in the FY20 Financial Plan;

(C) the amount in (A) constituted revenue that the FY20 Financial Plan had forecast would be earned in October, November and December 2019, and the plaintiff refers to and repeats paragraph 77C above, and the particulars to that paragraph.

(iii) Friend Report, [209] – [307]. ~~Further particulars may be provided following the completion of discovery.~~

(ii) did not make any allowance for the prospect that any delay in the implementation of Container Diversion to 2H20 might result in revenue that the FY20 Financial Plan estimated would be earned in FY20 instead being earned in FY21;

Particulars

(i) In the event that Container Diversion commenced in January 2020 as forecast in the October FY20 Estimate, and not October 2019 as forecast in the FY20 Financial Plan, then it was likely~~, or there was at least a material risk,~~ that revenue that the FY20 Financial Plan assumed would be earned in:

(A) April, May and June 2020, which amounted to approximately $11.9 million;

(B) in the alternative, March, April, May and June 2020, which amounted to approximately $14.4 million;

would instead be earned in FY21.

(ii) The plaintiff refers to and repeats paragraph 77C above and the particulars to that paragraph.

(iii) Friend Report, [208] – [315]. ~~Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

(ii.a) did not make any allowance for the prospect that WiseTech would not generate any revenue from Nexus until after FY20;

Particulars

(i) By 19 November 2019, WiseTech planned to release an early alpha version of Nexus to select beneficial cargo owners and logistics providers by the end of calendar year 2020 (PLT.001.001.0085_0004).

(ii) Friend Report, [316] – [319].

(iii) estimated that the total reduction in revenue growth in FY20, compared with the FY20 Financial Plan, would be $25.7 million, which was constituted by an estimated reduction in revenue growth in WiseTech's:

A. core business of $8.2 million; and

B. acquired businesses of $17.4 million

(iv) assessed that the revenue growth in FY20 for the Adjacencies set out in paragraph 77(a) would be, in the case of:

A. Pierbridge, $6.3 million;

B. Softship, $4.7 million;

C. SmartFreight, $3.4 million;

D. CargoSphere, $1.3 million;

E. Cargoguide, $1.2 million; and

F. Trinium, $1.2 million,

less than the growth forecast by the FY20 Financial Plan.

Particulars

(i) WTC.001.178.9951_0002.

(ii) The October Revenue Walk attributed the reduction in revenue growth for:

(A) Pierbridge to the performance of growth initiatives;

(B) Softship to the suspension of the "WWL" project, which so far as the plaintiff can say prior to the completion of discovery was the result of the loss in September 2019 of a contract with Wallenuis Wilhelmsen, a shipping and logistics company;

(C) SmartFreight to EU growth being slower than planned;

(D) CargoSphere to "slower growth";

(E) Cargoguide to "development delay to Sep 19".

~~*(iii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

(v) provided for the release of the entirety of the FY20 Contingency of $27 million, and introduced a contingency of $4.3 million, which was described as "Hedge to $460 million" (**October Contingency**); and

(vi) as the result of the matters in subparagraphs (i) to (v), estimated total revenue in FY20 of $460 million.

133E. The October FY20 Estimate included a schedule of opportunities and risks, that included:

(a) an identified risk that new initiatives would achieve only 75% of the revenue growth assumed in the FY20 Financial Plan, which the management of WiseTech:

(i) assessed as a medium possibility; and

(ii) quantified at $7.8 million;

Particulars

(i) So far as the plaintiff is able to say prior to the completion of discovery, revenue growth for new initiatives forecast in the October FY20 Estimate included revenue forecast to be earned from Container Diversion.

(ii) Friend Report, [322] – [326]. ~~*Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

(b) an identified risk that delayed volume growth in Pierbridge would reduce revenue growth, and/or result in a reduction in revenue earned by that business in FY20 compared with FY19, which the management of WiseTech:

(i) assessed as a medium possibility; and

(ii) quantified at $4.1 million;

(c) an identified risk that no growth in its European business would reduce revenue growth in SmartFreight, which the management of WiseTech;

(i) assessed as a medium possibility; and

(ii) quantified at $1.5 million;

(d) an identified risk that development delays in Cargoguide would shift revenue previously assessed as likely to be earned in FY20 to FY21, and thereby reduce revenue growth in that business in FY20 and/or result in a reduction in revenue earned by that business in FY20 compared with FY19, which the management of WiseTech:

(i) assessed as a medium possibility; and

(ii) quantified at $1.4 million;

(e) an identified opportunity to increase revenue from additional volume in the Container Diversion project, which the management of WiseTech:

(i) assessed as a medium possibility; and

(ii) quantified at $10 million,

(f) an assessment of the opportunities to increase revenue from the October revenue estimate, net of identified risks, of:

(i) $2.1 million, excluding the October Contingency; and

(ii) $6.4 million, including the October Contingency.

Particulars to (a) to (f)

(i) WTC.001.178.9951_0002.

(ii) Friend Report, [322] – [326]. ~~Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

133F. By no later than 19 November 2019:

(a) the matters alleged in paragraphs 93F and 117 above continued to be the case.

Particulars

(i) The plaintiff refers to and repeats paragraphs 93F and 117 above, and the particulars to ~~that~~ those paragraphs.

~~(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

(b) WiseTech had not materially progressed the integration of information systems and products for Pierbridge since August 2019;

Particulars

(i) ~~So far as the plaintiff is able to say before the completion of discovery~~, ~~a~~At 14 November 2019:

(A) ~~he~~ the plaintiff refers to and repeats paragraph 93F above, and the particulars to that paragraph;

(B) information systems integration was said to be 81.5% complete, while equivalent integration at August 2019 was said to be 82% complete (WTC.002.001.0019_0135 and WTC.002.001.0020_0224), which WiseTech attributed to a delay in the mail migration that was originally intended to occur at the end of August, but which had been delayed to "late November after SaaS migration [was] complete" (WTC.002.001.0019_0136);

(C) interface objectives, which were part of product integration, were reported to be 56% complete in August 2019, and 63% complete in September, October and November 2019 (WTC.002.001.0020_0224, WTC.002.001.0026_0364, WTC.001.001.0044_0097, WTC.002.001.0019_0135).

(D) an integration planning document for Pierbridge was pending (WTC.002.001.0019_0137).

(ii) By 19 November 2019:

(A) Pierbridge and WiseTech had not determined use cases for Transtream (WTC.001.102.9992) ~~Further particulars may be provided following the completion of discovery, and the filing of expert reports.~~

(B) Pierbridge and WiseTech had not applied WTW processes to Transtream integration with CargoWise, which had resulted in "rework", extended delivery timelines and missed revenue targets, problems for which there were no clear plans (WTC.001.117.9350_0004).

(c) integration of CargoSphere to CargoWise had not occurred, which:

(i) at the time of acquiring CargoSphere, WiseTech had made a commitment to complete by about July 2018; and

(ii) failure to complete integration meant that CargoSphere, and therefore WiseTech, had not earned revenue that it otherwise might have earned in FY20 had the integration occurred by July 2018.

Particulars

(i) ~~So far as the plaintiff is able to say prior to the completion of discovery, he~~ The plaintiff refers to the statements in the January 2020 Integration Report to the effect that:

(A) CargoSphere, at the time of acquisition in September 2017, was expected to generate revenue via CargoWise integration to the WiseTech customer base, and had a period of expected revenue growth until a final payment of Contingent Consideration based on a multiple of future revenue;

(B) at the time of acquisition, WiseTech had made a commitment for CargoWise integration to be complete within 9 months of completion (ie. by about July 2018); and

(C) as a result of the failure to complete integration with CargoWise within the timeline proposed at acquisition, CargoSphere had "missed out on revenue generating opportunities over the last 12+ months or longer",

(WTC.002.001.0035_0249).

(i.a) The plaintiff refers to and repeats particular (iii)(D) to paragraph 117 above.

(i.b) By 19 November 2019. the failure to finalise the integration of CargoSphere to CargoWise had resulted in CargoSphere losing the opportunity to sell CargoSphere to new customers (WTC.001.091.0254).

~~(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

(d) WiseTech had not materially progressed product integration for Cargoguide since August 2019;

Particulars

(i) ~~So far as the plaintiff is able to say before the completion of discovery~~ The plaintiff refers to the following matters:

(A) development objectives for Cargoguide were reported to be 82% complete in each of August, September, October and November 2019 (WTC.002.001.0020_0224, WTC.002.001.0026_0364,

WTC.001.001.0044_0097,
WTC.002.001.0019_0135);

(B) ~~he refers to~~ the statements in the January 2020 Integration Report to the effect that:

(1) Cargoguide, at the time of acquisition in September 2017, was expected to generate revenue via CargoWise integration to the WiseTech customer base, and had a period of expected revenue growth until a final payment of Contingent Consideration based on a multiple of future revenue;

(2) the business plan for Cargoguide "required initial product development and had more third party (ie. less [CargoWise] reliance [sic.]*) growth prospects"; and*

(3) as a result of the matters in (1) and (2), Cargoguide had "missed out on revenue generating opportunities over the last 12+ month [sic.] *or longer",*

(WTC.002.001.0035_0249).

(ii) By 19 November 2019: ~~Further particulars may be provided following the completion of discovery and the filing of expert reports~~.

(A) potential customers who might otherwise have acquired the Cargoguide product had "walked away" from that prospect (WTC.001.103.4738);

(B) WiseTech's goal was to complete integration with Cargoguide integration with CargoWise by December 2019 (WTC.001.101.3654);

(C) Cargoguide had informed WiseTech that, due to the delay in the release to market of the second version of its software, Cargoguide would produce no effective revenue growth in FY20 (WTC.001.069.0208).

(e) WiseTech had not materially progressed product integration for SmartFreight since August 2019, alternatively September 2019;

Particulars

(i) ~~So far as the plaintiff is able to say prior to the completion of discovery and the filing of expert reports~~The plaintiff refers to the following matters:

(A) interface objectives for SmartFreight were reported to be 67% complete in September 2019, October 2019 and November 2019 (WTC.002.001.0026_0365; WTC.001.001.0044_0097; WTC.002.001.0019_0135).

(B) ~~he refers to~~ the statements in the January 2020 Integration Report to the effect that:

(1) product integration for SmartFreight had been slow and had only recently been clearly defined;

(2) SmartFreight had been operating on a standalone basis from their old offices and had not been using PAVE, and would "go through" the WTW in the first three months of 2020.

(WTC.002.001.0035_0251).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

(f) WiseTech had not materially progressed product integration for Trinium since August 2019, alternatively September 2019;

Particulars

(i) ~~So far as the plaintiff is able to prior to the completion of discovery and the filing of expert reports, i~~Interface objectives for Trinium were reported to be 23% complete in September 2019, October 2019 and November 2019 (WTC.002.001.0026_0365; WTC.001.001.0044_0097; WTC.002.001.0019_0135).

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

(g) WiseTech had not materially progressed product integration for ABM since July 2019;

Particulars

(i) ~~So far as the plaintiff is able to prior to the completion of discovery and the filing of expert reports~~ The plaintiff refers to the following matters:

(A) ABM's customs platform 'CustomsWare' was also used by WiseTech acquisitions CustomsMatters, Intris, LSP, CargoIT and Systema. Delays in product development would also affect product development for those acquisitions (WTC.002.001.0035_0244).

(B) from the time that WiseTech acquired ABM in about January 2018, until no earlier than November 2019, ABM had been developing customs systems for certain European countries on its own, without support from other customs foothold acquisitions (WTC.002.001.0035_0244).

(C) development objectives, which formed part of product integration, for ABM were reported to be 23% complete in July 2019, August 2019, September 2019, October 2019 and November 2019 (WTC.002.001.0027_0129, WTC.002.001.0020_0223;

WTC.002.001.0026_0363;
WTC.001.001.0044_0096;
WTC.002.001.0019_0134).

(D) he refers to the statement in the integration report provided to the board of WiseTech at its meeting held on 20 September 2019 that progress on product integration for ABM had been slow since April 2019, as a result of which earn out extensions for Contingent Consideration were being prepared for ABM and related acquisitions (WTC.002.001.0026_0357).

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

(h) WiseTech had not materially progressed business integration for Multi-consult since July 2019;

Particulars

(i) ~~*So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports*~~ *The plaintiff refers to the following matters:*

(A) information systems, which formed part of business integration, were reported to be 77% complete in July 2019, and 77.2% complete in August, September, October and November 2019 (WTC.002.001.0027_0129, WTC.002.001.0020_0223; WTC.002.001.0026_0363; WTC.001.001.0044_0096; WTC.002.001.0019_0134); and

(B) in September 2019, Multi-consult missed a Contingency Consideration payment, because of a failure to meet a revenue target (WTC.002.001.0019_0123).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

(i) WiseTech had not materially progressed business integration and/or CargoWise integrations for CMS since July and/or August 2019.

Particulars

(i) ~~*So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports*~~ *The plaintiff refers to the following matters:*

(A) information systems, which formed part of business integration, for CMS were reported to be 72% complete in July 2019, and 75.2% complete in August, September, October and November 2019 (WTC.002.001.0027_0129, WTC.002.001.0020_0223;

WTC.002.001.0026_0363;
WTC.001.001.0044_0096;
WTC.002.001.0019_0134); and

(B) development objectives, which formed part of product integration, for CMS were reported to be only 48% complete in each of September, October and November 2019 (WTC.002.001.0026_0364; WTC.001.001.0044_0097; WTC.002.001.0019_0135);

(C) at November 2019, CMS had missed payments of Contingent Consideration in:

(1) July 2018 and August 2019, which were noted as a Product Integration Payment, which it had missed by reason of its failure to meet a product integration requirement; and

(2) June 2019, which was noted as a customer conversion payment, which it had missed by reason of its failure to achieve an adequate customer conversion rate, which at November 2019 remained at 0% (WTC.002.001.0019_0135).

(WTC.002.001.0019_0123 and _0124).

~~*(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.*~~

F.3.3 Fair value and contingent consideration

133G. Further or in the alternative to paragraph 133, by no later than 19 November 2019, by reason of the matters in paragraphs 133A to 133F it was likely~~, or there was at least a material risk,~~ that:

(a) delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration (**November Contingent Consideration Information**); and

(b) by reason of the matters in (a), the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech (**November Fair Value Information**).

Particulars

(i) ~~*So far as the plaintiff is able to say before the completion of discovery and the filing of expert reports, he*~~ *<u>The plaintiff</u>:*

(A) refers to and repeats paragraphs 133A to 133F above and the particulars to those paragraphs;

(B) refers to the statement by KPMG, WiseTech's auditor, in the material provided to the members of the Audit Committee in advance of its meeting held on 13 February 2020 to the effect that:

(1) when a contractual obligation has not been met such as completion of development activity by a deadline, or failure to reach the revenue target during the period specified in the contract, the liability is required to be derecognised unless another basis for recognition can be identified; and

(2) even if the period over which the contingency is measured has not yet expired, but based on forecasts the fair value of the liability is nil, then the liability is recorded as nil,

(WTC.002.001.0007_0189).

(C) refers to the following matters:

(1) the acquisitions in respect of which the Contingent Consideration was renegotiated as described in paragraph 143D(b) below were acquired in

(a) September 2017 in the case of CargoSphere;

(b) May 2018 in the case of Easylog;

(c) July 2018 in the case of Pierbridge;

(d) October 2018 in the case of Trinium; and

(e) November 2018 in the case of SmartFreight;

(2) the reasons identified by WiseTech for the earnout metrics failing to be achieved as set out at paragraph 93F above are matters that existed as at the dates the acquisitions were made;

(3) by reason of the matters in (1) and (2) above, it can be inferred that by no later than 19 November 2019 that it was likely~~, or there was at least a material risk,~~ that there would be delays in the business and product integration of acquired businesses that would result in acquired businesses failing to achieve earnout metrics.

(i.a) At 19 November 2019, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $197.8 million, which was approximately $32.7 million less than the carrying amount of $226.9 million (Friend Report, [409]).

~~(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

F.3.4 EBITDA

134. Further or in the alternative, by reason of the matters in paragraphs 132 and 133 and 133A to 133F above, the following information existed from 19 November 2019:

(a) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(b) it was likely~~, or there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%,

(together or separately, **November EBITDA Information**).

Particulars

(i) The plaintiff refers to and repeats:

(A) particular (ii) to paragraph 93A;

(B) paragraphs

(1) 95 above, which applied mutatis mutandis *on and from 19 November 2019; and*

(2) 132 and 133 and 133A to 133G above,

and the particulars to those paragraphs.

(ii) Between 19 November 2019 and 23 January 2020, a realistic estimate of the EBITDA that it was likely WiseTech would earn in FY20 was approximately $120.2 million (Friend Report, [332] and [333]).

(iii) Between 24 January 2020 and 19 February 2020, a realistic estimate of the EBTIDA that it was likely WiseTech would earn in FY20 was approximately $114.2 million (Friend Report, [377] and [378]).

(iv) The underlying reasons for the estimates in (ii) and (ii) were that, by reason of the matters in paragraphs 132 and 133, it was likely that WiseTech would:

(A) generate revenue that was materially less than the amount that it anticipated it would generate in FY20 from programs that were intended to but would likely not, accelerate execution of its growth strategy by the expansion of its CargoWise platform through product innovation; and

(B) achieve revenue or revenue growth that was materially less than the amount that it anticipated it would generate in FY20 in businesses that were intended to but would likely not, accelerate execution of its growth strategy through adjacency and foothold acquisitions.

F.4 November continuous disclosure contraventions

135. The November Costs Information, November Contingent Consideration Information, November Fair Value Information and/or the November EBITDA Information (together or separately the **November Information**) constituted information that:

(a) WiseTech had (within the meaning of section 674(2) of the Corporations Act) by no later than 19 November 2019.

Particulars

(i) The November Information related to the actual performance of WiseTech in 1H20.

(i.a)~~So far as the plaintiff is able to say before discovery~~ <u>The plaintiff says that</u>:

(A) WiseTech had the November Information by no later than 19 November 2019 because one or more of its officers ought reasonably to have come into possession of it in the course of the performance of their duties as an officer of WiseTech;

(B) the officers who ought reasonably to have come into possession of the November Information by no later than 19 November 2019, and the matters by reason of which they ought reasonably to have come into possession of it, are set out in Annexure H to this Amended Statement of Claim.

(ii) Further, officers of WiseTech ought reasonably to have had the November Information because:

(A) WiseTech had made announcements to the market concerning its forecast revenue, costs and EBITDA in FY20;

(B) the November Information affected the continued reliability of those announcements;

(C) WiseTech's management systems allowed its officers to receive sales and earnings reports; and

(D) the November Information related to the actual performance of WiseTech in 1H20 to date.

~~(iii) Further particulars may be provided following discovery.~~

(b) was not generally available within the meaning of section 674(2)(c)(i) of the Corporations Act;

(c) a reasonable person would expect, if it were generally available, to have a material effect on the price or value of WiseTech Shares within the meaning of section 674(2)(c)(ii) of the Corporations Act; and

(d) in the premises in sub-paragraphs (a) to (c), by operation of Listing Rule 3.1, WiseTech was obliged to tell the ASX the November Information by no later than 19 November 2019.

136. WiseTech:

(a) did not tell the ASX the November Information at any time prior to 19 February 2020 when it was disclosed;

Particulars

(i) The November Information was disclosed in, or constituted deductions, conclusions or inferences which could be made or drawn from, the 1H20 Results Announcement and/or Results Presentation.

(b) in the premises in sub-paragraph (a), contravened ASX Listing Rule 3.1; and

(c) in the premises in sub-paragraphs (a) and (b), contravened section 674(2) of the Corporations Act,

(**November Continuous Disclosure Contravention**).

137. By failing to tell the ASX the November Information on or after 19 November 2019, WiseTech contravened section 674(2) of the Corporations Act on each day between 19 November 2019 and 19 February 2020 when it was disclosed.

F.5 November misleading or deceptive conduct contraventions

138. The November Representations were:

(a) conduct in trade or commerce;

(b) in relation to:

(i) a financial product (being WiseTech Shares and/or WiseTech Equity Swaps), within the meaning of section 764A(1)(a) of the Corporations Act;

(ii) a financial service within the meaning of:

A. sections 766A(1)(a) and 766B(1) of the Corporations Act; and

B. section 12BAB(1)(a) of the ASIC Act;

(c) in the case of the November EBITDA Representation and the November EBITDA Margin Representation, made in relation to future matters within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL; and

(d) information that a reasonable person would expect to have a material effect on the price or value of WiseTech Shares.

Particulars

(i) The matters in sub-paragraph (d) are to be inferred from the matters in paragraphs 145 to 147.

(i.a) Zein Report, [18] – [21], and Part 8.

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

139. By reason of the matters pleaded in paragraphs 132 to 134 above, WiseTech:

(a) did not, by 19 November 2019, have reasonable grounds for making the November EBITDA Representation or the November EBITDA Margin Representation within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; or

(iii) section 4 of the ACL;

Particulars

(i) The plaintiff refers to and repeats paragraphs 132 to 134 and the particulars to those paragraphs.

(b) did not, at any time prior to 19 February 2020, withdraw or qualify the November Representations;

(c) in the premises, by making, maintaining and/or failing to correct or qualify the November Representations, or any of them, from 19 November 2019 to the end of

the Relevant Period engaged in conduct that was misleading or deceptive, or likely to mislead or deceive in contravention of:

(i) section 1041H(1) of the Corporations Act;

(ii) section 12DA of the ASIC Act; further or in the alternative;

(iii) section 18 of the ACL,

(**November Misleading Conduct Contraventions**).

G. CORRECTIVE DISCLOSURES

G.1 19 February 2020 Disclosure

140. On or about 19 February 2020, WiseTech published:

(a) a document to the ASX titled 'WTC continued strong growth, revenue up 31%, EBITDA up 29%' (**1H20 Results Announcement**); and

(b) the 1H20 Results Presentation,

(together or separately, **February Disclosure**).

141. The 1H20 Results Announcement contained the following statements:

(a) a statement to the effect that net profit for 1H20 increased 160% to $59.9 million compared with 2H19, which in part reflected a required adjustment to the profit and loss statement for a fair value gain in 1H20 of $32.7 million from reduced contingent consideration liabilities in relation to acquisition earnouts; and

Particulars

(i) 1H20 Results Announcement, page 4.

(b) a statement to the effect that, in each accounting period, WiseTech gained a clearer picture of the operational performance and potential of its acquired businesses;

Particulars

(i) 1H20 Results Announcement, page 4.

(c) a statement to the effect that the matters in (b) allowed WiseTech to update its assessments of the contingent consideration payable pursuant to performance conditions;

Particulars

(i) 1H20 Results Announcement, page 4.

(d) a statement that:

"Guidance for FY20 revenue and earnings

Founder and CEO, Richard White, said "In considering adjustment to our guidance for FY20 we have prudently taken into account the potential impact of COVID-19 on manufacturing and export trade, along with the continued growth of the Group during 1H20, the power of the CargoWise platform, drivers of organic growth, annual customer attrition rate of less than 1% and continued relentless investment in innovation and expansion across our global business. Together, these give us the basis to expect, subject to current movements:

FY20 revenue of $420m - $450m, revenue growth of 21% - 29%,

EBITDA of $114m - $132m, EBITDA growth of 5% - 22%" ~~(page 8)~~*.*

Particulars

(i) 1H20 Results Announcement, page 8 (WTC.001.056.0327_0007).

142. The 1H20 Results Presentation stated under the heading 'FY20 guidance and assumptions that WiseTech's FY20 Guidance was revenue of $420 million to $450 million, and EBITDA of $114 million to $132 million.

Particulars

(i) 1H20 Results Presentation, page 41 (WTC.001.056.0327_0040).

143. The information the subject of the February Disclosure:

(a) related to the subject matter of the:

(i) August Continuous Disclosure Contravention;

(ii) August Misleading Conduct Contraventions;

(iii) October Continuous Disclosure Contravention;

(iv) October Misleading Conduct Contraventions;

(v) November Continuous Disclosure Contravention; and/or

(vi) November Misleading Conduct Contraventions,

(the **Contraventions**);

Particulars

(i) The February Disclosure concerned the revenue and EBITDA that WiseTech anticipated that it would earn in FY20.

(ii) The February Disclosure revised WiseTech's expected EBITDA growth for FY20 downward, from 34% - 42%, to 5% - 22%, 1H20 Results Announcement, page 8 (WTC.001.056.0327_0007).

(iii) The February Disclosure that the net profit increase to $59.9 million in part reflected a required adjustment to the profit and loss statement for a fair value gain in 1H20 of $32.7 million from reduced contingent consideration liabilities in relation to acquisition earnouts. 1H20 Results Announcement, page 4 (WTC.001.056.0327_0003).

(b) operated to qualify, supplement or correct, either partly or in whole, the information available to the Affected Market relating to the subject matter of the Contraventions;

Particulars

(i) The February Disclosure qualified, supplemented or corrected the information available to the Affected Market the subject of the Contraventions by forecasting EBITDA for FY20 that was materially less than $145 million.

(i.a) It partly qualified, supplemented or corrected the information available to the Affected Market the subject of the Contraventions, because it did not reveal the matters disclosed in the May Disclosure, defined in paragraph 143l below.

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

(c) to the extent that it supplemented, qualified, or corrected the information available to the Affected Market the subject of the Contraventions, either partly or in whole, caused:

(i) persons who held WiseTech Shares and/or WiseTech Equity Swaps to lower the price at which they were willing to dispose of WiseTech Shares in the Affected Market and/or WiseTech Equity Swaps; and

(ii) persons who were considering acquiring an interest in:

A. WiseTech Shares to lower the price at which they were willing to purchase that interest in the Affected Market; and/or

B. WiseTech Equity Swaps to lower the price at which they were willing to purchase that interest.

Particulars

(i) The effect is to be inferred from the character of the Affected Market as set out in paragraph 145 below and the change in the traded price of WiseTech Shares and/or WiseTech Equity Swaps following the February Disclosure.

(i.a) With respect to the Contraventions concerning the reduction in the value of Contingent Consideration, the effect is to be inferred from the following matters in addition to those in (i):

(A) a report prepared by Morningstar Equity Research titled 'WiseTech Global Remains Overvalued Following Weak First-Half Results' published on 19 February 2020 that stated, amongst other things (page 2) (PLT.001.001.0117_0001):

"The AUD 33 million fair value gain on contingent consideration liabilities was a concerning aspect of the result, which implies acquisitions aren't performing as management had hoped, although management surprisingly claimed this wasn't the case on the investor call. The company has rapidly acquired relatively small businesses around the world which boost revenue but add little or no profits to the group in the short term".

(B) a report prepared by Macquarie Research titled 'WiseTech Global Cyclical hit, and more…' published on 19 February 2020, that stated, amongst other things:

(1) on page 1 that (PLT.001.001.0118):

"One challenge we see for investors is understanding the potential future contribution from recent acquisitions. Given revenues tend to stall during integration, it is unclear to us as to when these strategies will manifest in observable revenue and platform growth. We believe the reversal of contingent consideration liabilities ($32.7m) does highlight challenges associated with this strategy."

(2) on page 2, under the heading "The not so good" that (PLT.001.001.0118_0001):

***"Statutory NPAT** was boosted by a $32.7m reversal of contingent liability in relation to earnout payments primarily related to six acquisitions not performing as expected".*

(C) a statement made by Cartledge at an earnings call held by WiseTech on 19 February 2020, in response to a question from an Associate at Citigroup about Contingent Consideration and the performance of acquired businesses, to the effect that those businesses had "not met our expectations." (PLT.001.001.0137_0010).

(i.b) Zein Report, Part 8.

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

(d) ~~by reason of~~ the matters in sub-paragraph (c):

(i) caused the price at which WiseTech Shares traded to decline from a closing price of:

A. $29.44 on 18 February 2020, to a closing price of $21.40 on 19 February 2020 (a decline of approximately 27.31%); and

B. $21.40 on 19 February 2020, to a closing price of $18.80 on 20 February 2020 (a further decline of approximately 11.78%);

(ii) caused the traded price of WiseTech Equity Swaps to adjust downward toward the price which would have existed if the Contraventions, or any one or a combination of them, had not occurred;

(iii) by the movement in sub-paragraphs (i) and (ii), removed the Inflation (as defined in paragraph 146 below), either partly or in whole, from the price of WiseTech Shares and/or WiseTech Equity Swaps.

Particulars

(i) That the information the subject of the February Disclosure removed the Inflation, or part of it, is to be inferred from the character of the market as set out in paragraph 145 below and the change in the traded price of WiseTech Shares following the February Disclosure.

(i.a) Zein Report, Part 8 and Part 9.

~~*(ii) Further particulars will be provided following discovery and the filing of expert reports.*~~

GA. FEBRUARY CONTRAVENTIONS

GA.1 February representations

143A. On 19 February 2020, by reason of the matters in paragraph 141 above, WiseTech Represented to the Affected Market that the actual or expected performance of the acquired businesses in FY20 and/or FY21 meant that contingent consideration liabilities in FY20 were unlikely to be reduced in an amount materially greater than what was set out in the 1H20 Results Announcement (**February Contingent Consideration Representation**).

Particulars

(i) The February Contingent Consideration Representation was implied by:

(A) the statements in paragraph 141(b) and (c) by which WiseTech stated to the market that, or to the effect that:

(1) in each period, including in 1H20, WiseTech gained a clearer picture of the operational performance and potential of its acquired businesses; and

(2) the matters in (1) allowed it to update its assessment of the contingent consideration payable, or likely to be payable, in FY20 pursuant to performance conditions; and

(B) the fact that the matters in (A) were not limited to assessments made, or able to be made, with respect to the accounting effect of those assessments in 1H20, or any particular period, and were capable of informing an assessment of Contingent Consideration payments likely to be made in subsequent accounting periods, including in particular 2H20.

(C) the fact that the February Disclosure concerned the likely performance of WiseTech in FY20, including by reason of its performance in 1H20.

143B. Further, on 19 February 2020, by reason of the matters in paragraphs 141 and 143A, WiseTech represented to the Affected Market that:

(a) WiseTech had reasonable grounds for making the February Representation;

(b) WiseTech was able, from the information available to it, to make a reasonable assessment of the likely affect of underperformance in its acquired businesses on WiseTech's liability to pay contingent consideration,

(together or separately, **February Implied Representations**).

143C. WiseTech did not correct the:

(a) February Contingent Consideration Representation; or

(b) February Implied Representation,

(together **February Representations**), which were accordingly continuing representations, to the extent that they remained unqualified and uncorrected, until 28 May 2020.

Particulars

(i) The plaintiff refers to the May Disclosure pleaded in paragraph 143J below.

GA.2 True position

143D. By no later than 19 February 2020:

(a) the matters in paragraphs 93F and 133F continued to be the case;

(b) by reason of the matters in paragraph 143D(a), it was likely~~, or there was at least a material risk,~~ that:

(i) delays in business and product integration of acquired businesses that had resulted or would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration in addition that which resulted in the fair value gain in 1H20 of $32.7 million referred to in paragraph 141(a) above (**February Contingent Consideration Information**); and

(ii) by reason of the matters in (i), the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was

disclosed in the 1H20 Results Announcement (**February Fair Value Information**),

(together or separately the **February Information**).

Particulars

(i) ~~*So far as the plaintiff is able to say prior to the completion of discovery and the filing of expert reports*~~ *The plaintiff refers to*:

(A) ~~*he refers to*~~ *and repeats paragraphs 93F and 133F above, and the particulars to those paragraphs;*

(B) *the decrease in the fair value estimate of the Contingent Consideration payable by WiseTech that formed the basis of the disclosure in the 1H20 Results Announcement, was based on a reduction in the Contingent Consideration payable on the following acquisitions:*

Acquisition	***Increase/decrease ($million)***
Prolink	*1.6*
CargoSphere	*(10.7)*
Easylog	*(0.3)*
Pierbridge	*(9.5)*
Multi-consult	*0.1*
Trinium	*(8.0)*
SmartFreight	*(5.9)*
Total	***(32.7)***

(WTC.002.001.0007_0141).

(C) *The total change in profit and loss the result of the matters in (A) was based on changes booked following proposed amendments to earn out agreements (WTC.002.001.0007_0142).*

(D) *In addition to the acquisitions in (B), the material provided to the directors of WiseTech in advance of their meeting scheduled for 23 January 2020 identified the need for amendments to agreements that provided for the payment of Contingent Consideration in relation to acquired businesses in addition to those set out in (B), namely:*

(1) *ACO;*

(2) *znet*

(3) ABM, which would have consequent impact on the earn-out timing of businesses which were developing customs on the ABM platform, including CargoIT and Customs Matters;

(4) Softcargo;

(5) Forward; and

(6) Cargoguide.

(WTC.002.001.0035_0237).

(E) ~~he refers to~~ the 28 May Disclosure, as defined in paragraph 143J below, in which WiseTech informed the Affected Market that:

(1) negotiations with the vendors of acquired businesses had resulted in a "complete- close-out of all future earnouts for ABM Data, CargoIT, Cargoguide, CargoSphere, CustomsMatters, Data Freight(LSI), Microlistics, Pierbridge, SmartFreight, Softcargo, Saas Trans, Trinium and XWare, and replacement of cash earnouts with equity for Cypress, Depot Systems, Forward and SISA,

(2) the effect of the matters in (1) was to reduce Contingent Consideration payments by $81.5 million, and the fair value of Contingent Consideration by $69.5 million.

(i.a) At 19 February 2020, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $149.6 million, which was approximately $58.4 million less than the carrying amount of $207.9 million ($197.8 million plus the addition of $10.1 million from SISA acquired on 3 February 2020) (Friend Report, [422], [423]).

(i.b) Alternatively to the matters set out at (i.a):

(A) at 2 April 2020, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $160.7 million, which was approximately $47.2 million less than the carrying amount $207.9 million ($197.8 million plus the addition of $10.1 million from SISA acquired on 3 February 2020) (Friend Report, [422], [423]); alternatively,

(B) at 11 May 2020, the fair value estimate of the Contingent Consideration payable by WiseTech was approximately $152 million, which was approximately $55.9 million less than the carrying amount $207.9 million ($197.8 million plus the addition of $10.1 million from SISA acquired on 3 February 2020) (Friend Report, [422], [423]).

~~(ii) Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

GA.3 February continuous disclosure contraventions

143E. The February Information constituted information that:

(a) WiseTech had (within the meaning of section 674(2) of the Corporations Act) by no later than 19 February 2020.

Particulars

(i) The February Information related to the actual performance of its acquired businesses.

(ii) ~~So far as the plaintiff is able to say before discovery~~ <u>The plaintiff says that</u>:

(A) WiseTech had the February Information by no later than 19 February 2020 because one or more of its officers ought reasonably to have come into possession of it in the course of the performance of their duties as an officer of WiseTech;

(B) the officers who ought reasonably to have come into possession of the February Information by no later than 19 February 2020, and the matters by reason of which they ought reasonably to have come into possession of it, are set out in Annexure I to this Amended Statement of Claim.

(iii) Further, officers of WiseTech ought reasonably to have had the February Information because:

(A) WiseTech had made announcements to the Market concerning the value of its Contingent Consideration;

(B) the February Information affected the continued reliability of those announcements;

(C) WiseTech's management systems allowed its officers to receive reports regarding the progress of integration of its acquired businesses; and

(D) the February Information related to the actual performance of WiseTech's acquired businesses.

~~(iv) Further particulars may be provided following the completion of discovery.~~

(b) was not generally available within the meaning of section 674(2)(c)(i) of the Corporations Act,

(c) a reasonable person would expect, if it were generally available, to have a material effect on the price or value of WiseTech Shares within the meaning of section 674(2)(c)(ii) of the Corporations Act; and

(d) in the premises in sub-paragraphs (a) to (c), by operation of Listing Rule 3.1, WiseTech was obliged to tell the ASX by no later than 28 May 2020.

143F. WiseTech:

(a) did not tell the ASX the February Information at any time prior to 28 May 2020 when it was disclosed;

Particulars

(i) The February Information was disclosed in, or constituted deductions, conclusions or inferences which could be made or drawn from, the 28 May Disclosure.

(b) in the premises in sub-paragraph (a), contravened ASX Listing Rule 3.1; and

(c) in the premises in sub-paragraphs (a) and (b), contravened section 674(2) of the Corporations Act,

(**February Continuous Disclosure Contravention**).

143G. By failing to tell the ASX the February Information on or after 19 February 2020, WiseTech contravened section 674(2) of the Corporations Act on each day between 19 February 2020 and 28 May 2020 when it was disclosed.

GA.4 February misleading or deceptive conduct contraventions

143H. The February Representations were:

(a) conduct in trade or commerce

(b) in relation to:

(i) a financial product (being WiseTech Shares and/or WiseTech Equity Swaps), within the meaning of section 764A(1)(a) of the Corporations Act;

(ii) a financial service within the meaning of:

A. sections 766A(1)(a) and 766B(1) of the Corporations Act; and

B. section 12BAB(1)(a) of the ASIC Act;

(c) representations made in relation to future matters within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL; and

(d) information that a reasonable person would expect to have a material effect on the price or value of WiseTech Shares and/or WiseTech Equity Swaps.

Particulars

(i) The matters in sub-paragraph (d) are to be inferred from the matters in paragraphs 145 to 147.

(i.a) Zein Report, [22], and Part 8.

~~*(ii) Further particulars may be provided following discovery and the filing of expert reports.*~~

143I. By reason of the matters pleaded in paragraph 143D above, WiseTech:

(a) did not, by 19 February, have reasonable grounds for making the February Representations, within the meaning of:

(i) section 769C of the Corporations Act;

(ii) section 12BB of the ASIC Act; and

(iii) section 4 of the ACL;

Particulars

(i) The plaintiff refers to and repeats paragraph 143D and the particulars to those paragraphs.

(b) did not, at any time prior to 28 May 2020, withdraw or qualify the February Representations;

(c) in the premises, by making, maintaining and/or failing to correct or qualify the February Representations, or any of them, from 19 February 2020 engaged in conduct that was misleading or deceptive, or likely to mislead or deceive in contravention of:

(i) section 1041H(1) of the Corporations Act;

(ii) section 12DA of the ASIC Act; further or in the alternative;

(iii) section 18 of the ACL,

(**February Misleading Conduct Contraventions**).

GA.5 28 May 2020 Disclosure

143J. On or about 28 May 2020, WiseTech published a document to the ASX title 'WiseTech Global updates acquisition earnout arrangements' (**May Disclosure**).

143K. The May Disclosure contained the following statement, attributed to White:

> "*The change in fair value estimate of contingent consideration is expected to necessitate a one-off $69.5 m fair value gain in 2H20, however this non-cash, non-taxed item does not affect revenue nor EBITDA."* (WTC.001.096.1355).

143L. The information the subject of the May Disclosure:

(a) related to the subject matter of the Contraventions, and the February Continuous Disclosure Contravention and the February Misleading Conduct Contraventions (which were also Contraventions);

Particulars

(i) The May Disclosure concerned the Contingent Consideration that WiseTech anticipated it would be required to pay with respect to its acquired businesses.

(b) operated to qualify, supplement or correct, either partly or in whole, the information available to the Affected Market relating to the subject matter of the Contraventions;

Particulars

(i) The May Disclosure qualified, supplemented or corrected the information available to the Affected Market the subject of the Contraventions by describing a change in the value of Contingent Consideration obligations that was materially less than those described in the February Disclosure.

(ii) Zein Report, Parts 8 and 9.5. ~~Further particulars may be provided following the completion of discovery and the filing of expert reports.~~

(c) to the extent that it supplemented, qualified, or corrected the information available to the Affected Market the subject of the Contraventions, either partly or in whole, caused:

(i) persons who held WiseTech Shares and/or WiseTech Equity Swaps to lower the price at which they were willing to dispose of WiseTech Shares in the Affected Market and/or WiseTech Equity Swaps; and

(ii) persons who were considering acquiring an interest in:

A. WiseTech Shares to lower the price at which they were willing to purchase that interest in the Affected Market; and/or

B. WiseTech Equity Swaps to lower the price at which they were willing to purchase that interest.

Particulars

(i) The effect is to be inferred from:

(A) the character of the Affected Market as set out in paragraph 145 below and the change in the traded price of WiseTech Shares and/or WiseTech Equity Swaps following the 28 May Disclosure; and

(B) a report prepared by Morningstar Equity Research titled 'WiseTech's Earn-Out Revaluations Send Mixed Messages but it Remains Overvalued' published on 29 May 2020 that stated, amongst other things (page 2):

"Considering the 5% share price fall which followed the [May Disclosure], and significant prior criticism of WiseTech's accounting practices by some market participants like short sellers, we expect the market will take a negative view of the latest announcement and conclude that WiseTech's earnings growth outlook is worse than previously expected. The market may also conclude the reductions in contingent liabilities calls into question management's capabilities and strategy of rapidly acquiring businesses around the world."

(ii) Zein Report, Parts 8 and 9. ~~Further particulars may be provided following discovery and the filing of expert reports.~~

(d) by reason of the matters in sub-paragraph (c):

(i) caused the price at which WiseTech Shares traded to decline from a closing price of:

A. $22.35 on 27 May 2020, to a closing price of $21.06 on 28 May 2020 (a decline of approximately 5.77%); and

B. $21.06 on 28 May 2020, to a closing price of $20.39 on 29 May February 2020 (a further decline of approximately 3.18%); and

C. $20.39 on 29 May 2020, to a closing price of $20.17 on 1 June 2020 (a further decline of approximately 1.08%).

(ii) caused the traded price of WiseTech Equity Swaps to adjust downward toward the price which would have existed if the Contraventions, or any one or a combination of them, had not occurred;

(iii) by the movement in sub-paragraphs (i) and (ii), removed the Inflation (as defined in paragraph 146 below), either partly or in whole, from the price of WiseTech Shares and/or WiseTech Equity Swaps.

Particulars

(i) That the information the subject of the 28 May Disclosure removed the Inflation, or part of it, is to be inferred from the character of the market as set out in paragraph 145 below and the change in the traded price of WiseTech Shares following the 28 May Disclosure.

(ii) Zein Report, Parts 8 and 9. ~~Further particulars will be provided following discovery and the filing of expert reports.~~

H. CONTRAVENING CONDUCT CAUSED LOSS AND DAMAGE

144. The plaintiff and Group Members:

(a) entered into contracts for the acquisition of interests in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period (**Period Acquisitions**); and

(b) on 20 February 2020 and/or 28 May 2020 still held the Period Acquisitions acquired earlier in the Relevant Period.

Particulars

(i) Particulars of the plaintiff's Period Acquisitions are set out in Annexure A.

(ii) Particulars of Period Acquisitions by other Group Members will be provided after the trial of the common questions or otherwise as the Court may direct.

H.1 Market based causation

145. During the Relevant Period, the Affected Market was or were a market or markets:

(a) in which the disclosure by WiseTech of information concerning WiseTech was regulated by, inter alia, ss 674(2) and 1041H of the Corporations Act, Rule 3.1 of the Listing Rules, and s 12DA of the ASIC Act;

(b) in which information concerning WiseTech that was published on or to the ASX was publicly available;

(c) where WiseTech had the obligations set out in paragraphs 4 and 6 above;

(d) in which the price at which WiseTech Shares and/or WiseTech Equity Swaps traded was, and was reasonably expected to have been, directly and/or indirectly influenced by the material information concerning WiseTech that was published on or to the ASX or that otherwise became publicly available;

(e) in which material information, namely the information the subject of the Contraventions, had not been disclosed, which a reasonable person would expect, had it been disclosed, would have had a material adverse effect on the price or value of WiseTech Shares (and, consequently, the price or value of WiseTech Equity Swaps); and

(f) in which misleading or deceptive conduct, namely the representations the subject of the August Misleading Conduct Contraventions, October Misleading Conduct Contraventions, ~~and/or~~ November Misleading Conduct Contraventions and/or February Misleading Conduct Contraventions, had occurred, which a reasonable person would expect to have a material effect on the price or value of WiseTech Shares (and, consequently, the price or value of WiseTech Equity Swaps).

Particulars

(i) Material information disclosed by WiseTech to the ASX became publicly available to the Affected Market by reason of the fact that company announcements disclosed to the ASX became publicly available on the ASX website www.asx.com.au.

(ii) In relation to WiseTech Shares and/or WiseTech Equity Swaps traded on or through any financial market, trading platform or means of trading other than the ASX, the price at which such trades took place was also influenced by the price and/or movements in the price at which WiseTech Shares traded on the ASX and was therefore both directly and indirectly influenced by the material information concerning WiseTech that was published on or to the ASX or that otherwise became publicly available.

(iii) Zein Report, Part 6. ~~Further particulars will be provided following the filing of expert reports~~.

146. During the Relevant Period, the Contraventions, either individually or in combination, caused, from the respective dates that those contraventions commenced, the traded price for WiseTech Shares (and, consequently, the price of WiseTech Equity Swaps) to be higher than their true value, and/or the market price that would have prevailed absent the Contraventions (or any of them) (**Inflation**).

Particulars

The Inflation is to be inferred from the following matters:

(i) the characteristics of the market set out in paragraph 145 above;

(ii) ~~I~~in the FY19 Results Presentation and the FY19 Results Announcement, WiseTech had forecast in FY20:

(A) revenue of $440 million to $460 million, representing revenue growth from FY19 of between 26% and 32%; and

(B) EBITDA of $145 million to $153 million, representing EBITDA growth from FY19 of 34% to 42%,

(iii) the February Disclosure revised WiseTech's forecast:

(A) revenue for FY20 downward to $420 to $450 million, a reduction of $15 million, or approximately 3.33% at the midpoint of guidance; and

(B) EBITDA for FY20 downward to ~~of~~ $114 million to $132 million, a reduction of $26 million, or approximately 17.5% at the midpoint of guidance.

(iv) the significant downgrade for FY20 EBITDA growth, compared to the relatively modest downgrade for FY20

revenue growth, from which it is to be inferred that the EBITDA downgrade in the February Disclosure was, in part, the result of WiseTech being, in FY20, unlikely to make materially more efficient, further or in the alternative, materially reduce as a proportion of revenue, its costs of doing business, including its G&A Costs, or research and development costs.

(v) as a result of the February Disclosure, sell side analysts following WiseTech altered their:

(A) forecast of WiseTech's EBITDA and revenue in FY20; and

(B) price target for WiseTech shares,

as set out in the table in Annexure E to this Second Further Amended Statement of Claim.

(vi) in each instance set out in (v), and Annexure E, the sell side analysts:

(A) lowered their EBITDA forecast for WiseTech in FY20 in a percentage that was greater than the percentage that they lowered their revenue forecast; and

(B) lowered their price target for WiseTech Shares,

from which it is to be inferred that sell side analysts reduced their price target substantially as a result of WiseTech's lower EBITDA forecast, and the basis for that lower EBITDA forecast.

(vii) Further to the matters set out in particulars (ii) to (vi), the plaintiff refers to the movements in the Traded Price of WiseTech shares following the February Disclosure and/or 28 May Disclosure, as set out in paragraph 143(d) and 143L(d) above.

Moreover:

(viii) The elements of the counterfactual disclosures set out in the particulars to paragraphs 96, 119 and/or 134 would have been viewed by analysts that followed WiseTech as key inputs into their earnings forecasts and valuations of WiseTech shares (Zein Report, section 8.4).

~~Particulars of the extent to which the Contraventions caused the price at which WiseTech Shares traded through any financial market, trading platform or means of trading other than the ASX to be higher than their true value and/or the market price that would have prevailed but for the Contraventions (or any of them) will be provided following service of expert quantum evidence.~~

(ix) By reason of the Contraventions and the matters set out in particular (viii), the Inflation in the price of WiseTech Shares was:

(A) 33.2% in the period from 21 August 2019 to 19 November 2019;

(B) 32.4% from 19 November 2019 to 23 January 2020

(C) 38.6% from 24 January to 18 February 2020; and

(D) 15.2% from 19 February 2020 to 27 May 2020,

(Zein Report, [156] – [158]) and exhibit 29.

~~*Further particulars may be provided following discovery and the filing of expert reports.*~~

(x) Alternatively to the matters set out in (viii) and (ix), where a Contravention is established in part and the resulting counterfactual disclosure is less than what is set out in the particulars to paragraphs 96, 119, and/or 134, the plaintiff refers to the Zein Report at [44] and [159] and Exhibits 28-30.

147. By reason of the matters alleged in paragraph 146, those Group Members who acquired an interest in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period did so at a price that was higher than their true value and/or the market price that would have prevailed but for the Contraventions (or any of them).

H.2 Individual causation

148. Further or alternatively to the preceding paragraph, the plaintiff and some Group Members acquired and thereafter retained their Period Acquisitions in reliance upon one or more of the:

(a) August Representations;

(b) October Representations;

(c) November Representations; and/or

(d) February Representations.

Particulars

(i) Particulars of reliance for individual Group Members will be provided following the trial of common questions.

149. Further or alternatively to the preceding paragraph, the plaintiff and some Group Members would not have acquired an interest in WiseTech Shares and/or WiseTech Equity Swaps if the Contraventions that had occurred at the time of their acquisition had not occurred.

Particulars

(i) The plaintiff would not have acquired WiseTech Shares if the:

(A) August Continuous Disclosure Contraventions;

(B) October Continuous Disclosure Contraventions;

(C) November Continuous Disclosure Contraventions;

(D) August Misleading Conduct Contraventions;

(E) October Misleading Conduct Contraventions;

(F) November Misleading Conduct Contravention; and/or

(G) February Misleading Conduct Representations,

had not occurred at the time of the acquisition.

(ii) Particulars of the acquisitions that would not have been made by Group Members will be provided following the trial of common questions.

H.3 Loss and damage

150. By reason of the matters pleaded in paragraphs 144 to 149, the plaintiff and Group Members have suffered loss and damage because of and resulting from the Contraventions (or any of them).

Particulars

(i) The loss alleged in paragraphs 147 and 148 is the greater of:

(A) the difference between the price paid to acquire interests in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period and the true value of those interests at the time of the acquisitions;

(B) the difference between the price paid to acquire interests in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period and the price that would have been paid if the Contraventions (or any of them) had not occurred at the time of the acquisitions; or

(C) the difference between the price paid to acquire interests in WiseTech Shares and or WiseTech Equity Swaps during the Relevant Period and the amount left in hand, being the amount realised on sale of those interests or their value at trial if not sold.

(ii) The loss alleged in paragraph 149 will be calculated by reference to:

(A) The price at which the plaintiff and some Group Members acquired an interest in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period, adjusted to deduct the true value of that interest at the time of the transaction; or

(B) for the plaintiff, and those Group Members who would have, but for the Contraventions (or any one or combination of the Contraventions) retained or acquired an alternative investment, the difference between the actual position as a result of having acquired an interest in WiseTech Shares and/or WiseTech Equity Swaps during the Relevant Period and the position they would have been in had they made the alternative investment.

(iii) Further particulars of the plaintiff's loss and damage will be provided prior to the trial of the common questions ~~after the filing of expert reports~~.

(iv) Particulars of the individual losses of Group Members will be provided following the trial of common questions or as the Court may direct.

I. ENTITLEMENT TO RELIEF

151. By reason of the matters in paragraphs 144 to 150 above, WiseTech is obliged, pursuant to section 1317HA of the Corporations Act, to compensate the plaintiff and Group Members for the damage that resulted from WiseTech's contraventions of section 674(2).

152. Further or in the alterative, by reason of the matters set out in paragraphs 144 to 150 above, the plaintiff and each of the Group Members may recover from WiseTech the amount of the loss and damage suffered by them pursuant to:

(a) section 1041I of the Corporations Act;

(b) section 12GF of the ASIC Act; and/or

(c) section 236 of the ACL.

AND THE PLAINTIFF CLAIMS, for himself ~~themselves~~ and on behalf of the Group Members,

A. A declaration that the defendant contravened s 1041H(1) of the Corporations Act and/or s 12DA(1) of the ASIC Act and/or s 18 of the ACL, by making any one or more of the:

(a) August Representations;

(b) October Representations; ~~and~~

(c) ~~the~~ November Representations~~.~~; and

(d) February Representations.

B. A declaration that, for the purposes of s 1041I(1) of the Corporations Act, s 12GF(1) of the ASIC Act and/or s 236(1) of the ACL, the plaintiff and group members suffered loss or damage by reason of one or more of the contraventions referred to in paragraph A above.

C. Damages pursuant to s 1041I(1) of the Corporations Act, s 12GF(1) of the ASIC Act and s 236(1) of the ACL on behalf of the plaintiff and the group members.

D. A declaration that the defendant contravened s 674(2) of the Corporations Act by failing to notify the Australian Securities Exchange of the:

(a) August Information (as defined in paragraph 97 of the Second Further Amended Statement of Claim;

(b) October Information (as defined in paragraph 120 of the Second Further Amended Statement of Claim; ~~and/or~~

(c) ~~the~~ November Information (as defined in paragraph 135 of the Second Further Amended Statement of Claim); and/or

(d) February Information (as defined in paragraph 143D of the Second Further Amended Statement of Claim),

as soon as it was aware, for the purposes of ASX Listing Rules 3.1 and 19.12, of that information.

E. A declaration that, for the purposes of s 1317HA(1) of the Corporations Act, the plaintiff and the group members suffered damage as a result of the defendant's contravention or contraventions of s 674(2) of the Corporations Act referred to in paragraph D above.

F. An order pursuant to s 1317HA(1) of the Corporations Act that the defendant compensate the plaintiff and the group members for the damage suffered by them as a result of the defendant's contravention or contraventions of s 674(2) of the Corporations Act.

G. The plaintiff also claims:

(a) interest on any statutory compensation awarded;

(b) costs; and

(c) such further or other relief as the Court thinks fit.

Date: 2026.

M Szydzik SC

TJD Chalke

OTD Nanlohy

Counsel for the Plaintiff

Phi Finney McDonald

Solicitors for the Plaintiff

COMMON QUESTIONS

The questions of law or fact common to the claims of the plaintiff and group members are:

1. Whether WiseTech made and/or failed to correct or qualify the:

   (a) August Representations;

   (b) October Representations; ~~and/or~~

   (c) November Representations; and or

   (d) February Representations,

   and if so, whether, by doing so, it contravened s 1041H(1) of the Corporations Act, s 12DA(1) of the ASIC Act and s 18 of the ACL.

2. At what time or times did WiseTech become aware, within the meaning of ASX Listing Rules 3.1 and 19.2 of the:

   (a) August Costs Information;

   (a.i) August Contingent Consideration Information;

   (a.ii) August Fair Value Information;

   (b) August EBITDA Information;

   (c) October Costs Information;

   (c.i) October Contingent Consideration Information;

   (c.ii) October Fair Value Information;

   (d) October EBITDA Information;

   (e) November Costs Information; ~~and/or~~

   (e.i) November Contingent Consideration Information;

   (e.ii) November Fair Value Information; and/or

   (f) November EBITDA Information.

3. Whether WiseTech, throughout all or part (and, if so, which part) of the Relevant Period, contravened section 674(2) of the Corporations Act by not immediately telling the ASX the:

   (a) August Costs Information;

   (a.i) August Contingent Consideration Information;

   (a.ii) August Fair Value Information;

(b) August EBITDA Information; ~~and/or~~

(c) October Costs Information;

(c.i) October Contingent Consideration Information;

(c.ii) October Fair Value Information;

(d) October EBITDA Information;

(e) November Costs Information; ~~and/or~~

(e.i) November Contingent Consideration Information;

(e.ii) November Fair Value Information; and/or

(f) November EBITDA Information.

4. Whether any of the contravening conduct caused the price or value of WiseTech Shares and/or WiseTech Equity Swaps to be higher during the Relevant Period than they would have been had the contravening conduct not occurred, and if so, to what extent or by what amount.

5. If the contravening conduct had that effect, whether compensation is recoverable by the plaintiff and Group Members.

6. The correct measure of compensation for which WiseTech may be liable to the plaintiff and Group Members.

ANNEXURE A – Particulars of the Plaintiff's Shareholdings in WiseTech Shares During the Relevant Period

The plaintiff acquired or disposed of an interest in WiseTech Shares during the Relevant Period as outlined in the following table:

Date of Trade	Type of trade	Number of WiseTech Shares	Average price per share ($)	Position	Amount paid (not incl. brokerage) ($)	Brokerage ($)	Amount paid (incl. brokerage) ($)
26 August 2019	Sale	178	$33.0000	300	$5,874.00	$19.95	$5,854.05
3 September 2019	Sale	300	$37.5500	0	$11,265.00	$19.95	$11,245.05
25 September 2019	Purchase	100	$34.0000	100	$3,400.00	$14.95	$3,414.95
23 October 2019	Purchase	50	$28.1800	150	$1,409.00	$14.95	$1,423.95
22 November 2019	Purchase	50	$27.2000	200	$1,360.00	$14.95	$1,374.95
25 November 2019	Purchase	150	$27.3000	350	$4,095.00	$14.95	$4,109.95
19 December 2019	Purchase	350	$25.0900	700	$8,781.50	$19.95	$8,801.45

Date of Trade	Type of trade	Number of WiseTech Shares	Average price per share ($)	Position	Amount paid (not incl. brokerage) ($)	Brokerage ($)	Amount paid (incl. brokerage) ($)
20 February 2020	Purchase	300	$20.9800	1,000	$6,294.00	$19.95	$6,313.95
20 February 2020	Purchase	500	$18.9800	1,500	$9,490.00	$19.95	$9,509.95
13 May 2020	Sale	1,500	$19.7000	0	$29,550.00	$32.51	$29,517.49
18 May 2020	Purchase	500	$20.2900	500	$10,145.00	$19.95	$10,164.95

ANNEXURE B – DEFINED TERMS

1H20 Earnings Call has the meaning in paragraph 92, particular (i)(C).

1H20 Results Announcement has the meaning in paragraph 75, particular (i)(B)~~)~~.

1H20 Results has the meaning in paragraph 32.

1H20 Results Presentation has the meaning in paragraph 33, particular (i)(A)(2)~~)~~.

1Q20 Results has the meaning in paragraph 118A.

2016 Annual Report has the meaning in paragraph 34, particular (ii).

2017 Annual Report has the meaning in paragraph 37, particular (ii).

2018 Annual Report has the meaning in paragraph 39, particular (ii).

2019 Annual Report has the meaning in paragraph 48, particular (ii).

2020 Annual Report has the meaning in paragraph 55, particular (ii).

ABM has the meaning in paragraph 41.

ACL has the meaning in paragraph 4(d).

ACO has the meaning in paragraph 38.

Acquisition Strategy has the meaning in paragraph ~~32~~ 30(e).

Acquittal Software has the meaning in paragraph 93B.

Adjacencies has the meaning in paragraph 32(b).

Affected Market has the meaning in paragraph 7.

AGM FY20 Guidance has the meaning in paragraph 125.

ASIC Act has the meaning in paragraph 4(c).

ASX has the meaning in paragraph 5(a).

ASX Listing Rules has the meaning in paragraph 5(d).

Audit ~~&~~ and Risk Committee has the meaning in paragraph 9.

August Contingent Consideration Information has the meaning in paragraph ~~93I(a)~~ 93H(a).

August Continuous Disclosure Contravention has the meaning in paragraph 98.

August Costs Information has the meaning in paragraph 93.

August Costs Representation has the meaning in paragraph 84 of Part of D.3.

August EBITDA Basis Representation has the meaning in paragraph 87.

August EBITDA Information has the meaning in paragraph 96.

August EBITDA Margin Representation has the meaning in paragraph 86.

August EBITDA Representation has the meaning in paragraph ~~84~~ 85.

August Fair Value Information has the meaning in paragraph ~~93I(b)~~ 93H(b).

August Information has the meaning in paragraph 97.

August Misleading Conduct Contraventions has the meaning in paragraph 101.

August Representations has the meaning in paragraph 88.

Bekic has the meaning in paragraph 13A.

Bilanovsky has the meaning in paragraph 13B.

Bysoft has the meaning in paragraph 39.

Cargoguide has the meaning in paragraph 61.

Cargoguide Business Plan has the meaning in paragraph 93E, particular (i.d)(B).

CargoIT has the meaning in paragraph 53.

Cargo Office has the meaning in paragraph 93E, particular (i.d)(A).

CargoSphere has the meaning in paragraph 62.

CargoWise has the meaning in paragraph 30.

CargoWise Innovation Strategy has the meaning in paragraph 30C(a).

Cartledge has the meaning in paragraph 14.

CCL has the meaning in paragraph 35.

CCN Australia has the meaning in paragraph 36.

CMS has the meaning in paragraph 60.

Coates Report has the meaning in paragraph 93CA, particular (i)(C).

Containerchain has the meaning in paragraph 69.

Container Diversion has the meaning in paragraph 77C(b).

Contingent Consideration has the meaning in paragraph 74(b).

Continuous Disclosure Obligations has the meaning in paragraph 5.

Contraventions has the meaning in paragraph 143(a).

Core Freight has the meaning in paragraph 34.

Corporations Act has the meaning in paragraph 1(c)(ii).

CustomsMatters has the meaning in paragraph 42.

Cypress has the meaning in paragraph 71.

DataFreight has the meaning in paragraph 52.

Depot Systems has the meaning in paragraph 72.

Digerati has the meaning in paragraph 59.

Disclosure Officers has the meaning in paragraph 13.

Disclosure Principles has the meaning in paragraph 12.

Draft FY20 Estimate has the meaning in paragraph 117, particular (ii.b).

Easylog has the meaning in paragraph 47.

Engelhard has the meaning in paragraph 15.

February Contingent Consideration Information has the meaning in paragraph 143D(b)(i).

February Contingent Consideration Representation has the meaning in paragraph 143A.

February Continuous Disclosure Contravention has the meaning in paragraph 143F.

February Disclosure has the meaning in paragraph 140.

February Fair Value Information has the meaning in paragraph 143D(b)(ii).

February Implied Representations has the meaning in paragraph 143B.

February Information has the meaning in paragraph 143D.

February Misleading Conduct Contraventions has the meaning in paragraph 143I.

February Representations has the meaning in paragraph 143C.

Fenix has the meaning in paragraph 49.

First JCAP Report has the meaning in paragraph 102.

First JCAP Response has the meaning in paragraph 104.

Forward has the meaning in paragraph 45.

Friend Report has the meaning in paragraph 74, particular (iii.a).

FY19 Results Announcement has the meaning in paragraph 32, particular (ii).

FY19 Results Presentation has the meaning in paragraph ~~76, particular (i)(B)~~ 32.

FY20 Adjacencies Revenue Growth has the meaning in paragraph 77D(a).

FY20 Container Diversion Revenue Growth has the meaning in paragraph 77C(b).

FY20 Contingency has the meaning in paragraph 77B(c).

FY20 Earnings Call has the meaning in paragraph 89, particular (i).

FY20 Financial Plan has the meaning in paragraph 77A.

FY20 Foothold Revenue Growth has the meaning in paragraph 77D(b).

FY20 Guidance Recommendation has the meaning in paragraph 77G.

FY20 Nexus Revenue Growth has the meaning in paragraph 77C(b)(ii).

FY20 Results Presentation has the meaning in paragraph 89, particular (iv).

G&A costs has the meaning in paragraph ~~79~~ 80.

Gibbon has the meaning in paragraph 16.

Gregg has the meaning in paragraph 17.

Group Members has the meaning in paragraph 1.

Growth Strategy has the meaning in paragraph 30B.

Hall has the meaning in paragraph 17A.

Harrison has the meaning in paragraph 18.

Holman has the meaning in paragraph 19.

Inflation has the meaning in paragraph 146.

Integration Timeline has the meaning in paragraph 76(b).

Intris has the meaning in paragraph 43.

Isaacs has the meaning in paragraph 20.

January 2020 Integration Report has the meaning in paragraph 93F, particular (i).

JCAP has the meaning in paragraph 102.

[Not used]. ~~**Johnson** has the meaning in paragraph 21.~~

Listing Date has the meaning in paragraph ~~31~~ 30A.

Lowe has the meaning in paragraph 22.

LSP has the meaning in paragraph 44.

May Disclosure has the meaning in paragraph 143J.

Microlistics has the meaning in paragraph 63.

Multi-consult has the meaning in paragraph 51.

Nallaiah has the meaning in paragraph 23.

Nexus has the meaning in paragraph 77C, particular (ii.a).

No Acquisition Integration Delays Basis Representation has the meaning in paragraph 115.

No Acquisition Integration Delays Representation has the meaning in paragraph 114.

November 1H20 Contribution Representation has the meaning in paragraph 130.

November Contingent Consideration Information has the meaning in paragraph ~~133H(a)~~ 133G(a).

November Continuous Disclosure Contravention has the meaning in paragraph 136.

November Costs Information has the meaning in paragraph 133.

November EBITDA Basis Representation has the meaning in paragraph 129.

November EBITDA Information has the meaning in paragraph ~~0~~ 134.

November EBITDA Margin Representation has the meaning in paragraph 128.

November EBITDA Representation has the meaning in paragraph 127.

November Fair Value Information has the meaning in paragraph ~~133H(b)~~ 133G(b).

November Information has the meaning in paragraph 135.

November Misleading Conduct Contraventions has the meaning in paragraph 139.

November Representations has the meaning in paragraph ~~138~~ 131.

October Contingency has the meaning in paragraph 133D(b)(v).

[Not used].~~**October Contingent Consideration** has the meaning in paragraph 118D(a).~~

October Contingent Consideration Information has the meaning in paragraph 118C(a).

October 1H20 Contribution Representation has the meaning in paragraph 113.

October Continuous Disclosure Contravention has the meaning in paragraph 121.

October Costs Information has the meaning in paragraph 118.

October EBITDA Basis Representation has the meaning in paragraph 112.

October EBITDA Information has the meaning in paragraph 119.

October EBITDA Margin Representation has the meaning in paragraph 111.

October EBITDA Representation has the meaning in paragraph 110.

October Fair Value Information has the meaning in paragraph ~~118D(b)~~ 118C(b).

October FY20 Estimate has the meaning in paragraph 133C.

October Information has the meaning in paragraph 120.

October Misleading Conduct Contraventions has the meaning in paragraph 124.

October Representations has the meaning in paragraphs 116 and 123.

October Revenue Walk has the meaning in paragraph 133D(a).

PAVE has the meaning in paragraph 93F, particular (iii)(E)(3).

Period Acquisitions has the meaning in paragraph 144(a).

Pierbridge has the meaning in paragraph 65.

Prolink has the meaning in paragraph 40.

Prospectus has the meaning in paragraph 30, particular (i).

Ready Korea has the meaning in paragraph 55.

Relevant Period has the meaning in paragraph 1(a).

Rippon has the meaning in paragraph 24.

SaaS Transportation has the meaning in paragraph 64.

SCV Act has the meaning in paragraph 1.

Second JCAP Report has the meaning in paragraph 106.

Second JCAP Response has the meaning in paragraph 108.

Share Basket Swap Transactions has the meaning in paragraph 8, particular(B).

Share Swap Transactions has the meaning in paragraph 8, particular (A).

Shearer has the meaning in paragraph 25.

SISA has the meaning in paragraph 56.

SmartFreight has the meaning in paragraph 68.

SMEs has the meaning in paragraph 33(a).

Softcargo has the meaning in paragraph 46.

Softship has the meaning in paragraph 57.

Systema has the meaning in paragraph 54.

Tankstream has the meaning in paragraph 67.

Taric has the meaning in paragraph 50.

Tradefox has the meaning in paragraph 58.

Trinium has the meaning in paragraph 66.

Ulukom has the meaning in paragraph 48.

White has the meaning in paragraph 26.

Williamson has the meaning in paragraph 27.

WiseTech Equity Swaps has the meaning in paragraph 1(a)(ii).

WiseTech has the meaning in paragraph 1(a)(i).

WiseTech FY20 Revenue Growth has the meaning in paragraph ~~77E(c)~~ 77E(a).

WiseTech Officer has the meaning in paragraph 28(a).

WiseTech Shares has the meaning in paragraph 1(a)(i).

WTW has the meaning in paragraph 93F, particular (iii)(E)(3).

Xware has the meaning in paragraph 70.

Zein Report has the meaning in paragraph 100, particular (i.a).

znet has the meaning in paragraph 37.

Zsoft has the meaning in paragraph 33.

ANNEXURE C – CONSIDERATION FOR ACQUISITIONS

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
	FY15					
1.	**Zsoft**	16 March 2015	People's Republic of China	$0.2m AUD	$6.6m to 31 December 2017	33
2.	**Core Freight Systems ~~(Proprietary)~~ Limited**	1 June 2015	South Africa	$5.68m	$1.1m	34
	FY16					
3.	**Compu-Clearing Outsourcing Limited (CCL)**	Acquired a 51% and then a 100% holding on 31 July 2015 and 4 September 2015 respectively	South Africa	$24.9m	$0.0m	35
4.	**Cargo Community Network Pty Ltd (CCN Australia)**	30 April 2016	Australia and New Zealand	$1.9m	$1.5m	36
	FY17					
5.	**Softship AG**	~~18 August 2016~~Acquired a controlling interest on 1	Germany	$30.8m	$0.0m	57

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
		July 2016, and later on 1 August 2016, 30 June 2017 and 30 June 2018, obtained a majority shareholder stake of 50.01%, 76.97% and 95.1%, respectively. During FY19, obtained 100% of Softship's shares on issue				
6.	**znet**	31 January 2017	Germany	Up to €6 phased over 5 years	~~Presently unknown to the plaintiff~~ Amount not included in the calculation of contingent consideration	37
7.	**ACO Informatica S.r.l (ACO)**	9 February 2017	Italy	Up to €1.2m phased over 5 years	~~Presently unknown to the plaintiff~~ Recurring revenue targets in each of 3 fiscal years beginning 1 July 2017 of at least €400,000. The calculation is made	38

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
					annually for each of the three financial years from 1 July 2017 based on the following formula: [(actual Recurring Revenue in any year - A) / (B - A) x D] + C - previous earnout payments where: A = €400,000 B = €700,000 C = €50,000 D = €250,000 (WTC.003.009.1040)	
	FY18					
8.	**Tradefox**	26 July 2017	Australia	~~Presently unknown to the plaintiff~~ $1.4m (WTC.001.165.2436)	~~Presently unknown to the plaintiff~~ $0.00 (WTC.001.165.2436)	58
9.	**Bysoft**	1 August 2017	Brazil	$11.8m	3.8x 2018 Bysoft revenue ~~(presently unknown to the plaintiff)~~	39
10.	**Digerati**	9 August 2017	Australia (HQ) New Zealand	~$6.0m	$0.00	59
11.	**Prolink**	31 August 2017	Taiwan	$3.7m	2.5x-3x 2021 recurring revenue ~~(presently unknown to the plaintiff)~~	40

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
12.	**CMS Transport Systems**	31 August 2017	Australia	$5m	$4.0m up until 2021	60
13.	**Cargoguide**	12 September 2017	Netherlands & the United States	$6.9m	$0.00	61
14.	**CargoSphere**	29 September 2017	Netherlands United States	$11.5m	$0.00	62
15.	**ABM Data Systems**	31 January 2018	UK Ireland Belgium Netherlands Switzerland Sweden Germany	$12.3m	~$4.9m over three years from acquisition date	41
16.	**Customs Matters**	31 January 2018	Ireland and Northern Ireland	$1.4m	$1.4m multi-year earn-out potential (~~number of years in earn out presently unknown to the plaintiff~~)	42
17.	**Microlistics**	1 February 2018	Asia Pacific North America Middle East	$20m	$20m related to product integration and revenue growth to FY20	63

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
18.	**Intris**	28 February 2018	Belgium (headquartered) Netherlands	~$11.9m	~$5.5m multi-year earn-out potential over 4.5 years related to integration, product development and customer conversion (WTC.001.008.9479_0026) ~~(number of years presently not known to the plaintiff)~~	43
19.	**LSP ~~Solutions~~**	31 March 2018	Netherlands	~~€~~3.2m	~~€~~1.8m multi-year earn-out potential related to integration, product development and customer conversion ~~(number of years presently not known to the plaintiff)~~	44
20.	**Forward**	1 May 2018	Latin America	~~Presently not known to the plaintiff~~ $2.25m USD Completion Amount and $100,000 USD Holdback Amount (WTC.001.180.1060_0009)	~~Presently not known to the plaintiff~~ $2.65m USD (WTC.001.180.1060_0010)	45
21.	**Softcargo**	1 May 2018	Uruguay (headquarters) Chile Colombia Mexico Argentina	~~Presently not known to the plaintiff~~ $3.65m USD Completion Amount and $200,000 USD Holdback Amount (WTC.001.180.2178_0006)	~~Presently not known to the plaintiff~~ Up to $6.15m USD (WTC.001.180.2178_0006)	46

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
22.	**Easylog**	1 May 2018	France	~~Presently not known to the plaintiff~~ €1.348m (WTC.003.063.6241)	~~Presently not known to the plaintiff~~ Maximum amount achievable is €2.375m (WTC.003.063.6241).	47
	FY19					
23.	**Ulukom**	2 July 2018	Turkey	$2.9 upfront	$4.6m multi-year earn-out potential related to integration, product development, customer conversion and revenue growth ~~(number of years presently not known to the plaintiff)~~	48
24.	**SaaS Transportation**	2 July 2018	United States	$2.1m	$1.7m multi-year earn-out potential related to business and product integration and revenue (~~number of years presently not known to the plaintiff~~ up to FY20 for revenue related earn-outs) (WTC.001.180.1782_0044-46)	64
25.	**Fenix**	2 July 2018	Canada	$2.5m	$0.8m multi-year earn-out potential related to business and product integration and revenue	49

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
					~~(number of years presently not known to the plaintiff)~~	
26.	**Pierbridge**	2 July 2018	United States (HQ) UK Finland	$37.0m	$22.4m multi-year earn-out potential related to business and product integration and revenue (~~number of years presently not known to the plaintiff~~ up to 2020 for revenue related earn-outs) (WTC.001.142.9109_0096 and _0102-3)	65
27.	**Multi-consult**	19 September 2018	Italy	~$4m	$0.00	51
28.	**Trinium**	1 October 2018	United States (HQ) Canada	$40.9m	$27.7m multi-year earn-out potential related to business and product integration and revenue (~~number of years presently not known to the plaintiff~~ up to FY21 for revenue and EBITDA related earn-outs) (WTC.001.176.1662_0060-61)	66
29.	**Taric**	2 October 2018	Spain	$25m	$21.9m multi-year earn-out potential related to business and product integration and revenue	50

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
					~~(number of years presently not known to the plaintiff)~~	
30.	**Tankstream**	8 October 2018	Australia	~~Presently not known to the plaintiff~~ $1.5m (WTC.001.180.1850_0006)	~~Presently not known to the plaintiff~~ $500,000 (WTC.001.180.1850_0006)	67
31.	**CargoIT**	1 November 2018	Sweden	$1.8 m	$1.8m multi-year earn-out potential related to business and product integration and revenue (~~number of years presently not known to the plaintiff~~)	53
32.	**DataFreight ~~(LSI)~~**	1 November 2018	UK	$3.6m	$1.4m multi-year earn-out potential related to business and product integration and customer conversion (~~number of years presently not known to the plaintiff~~ up to 24 months after the acquisition completion date for customer conversion related earnouts) (WTC.001.166.9081_0065)	52
33.	**SmartFreight**	1 November 2018	Australia (HQ) New Zealand UK	$20m	$35.0m multi-year earn-out potential related to business and product integration, customer transition and 2020	68

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
			Ireland South Africa Asia		revenue performance (~~number of years presently not known to the plaintiff~~ up to FY20 for customer conversion and revenue earn-outs) (WTC.001.142.9109_0096 and _0102-3)	
34.	**Systema AS**	1 February 2019	Norway (HQ) Denmark Sweden	$3.0m	$2.7m multi-year earn-out potential related to business and product integration and revenue ~~(number of years presently not known to the plaintiff)~~	54
35.	~~**Counterchain**~~ **Containerchain**	1 April 2019	Singapore (HQ) Australia New Zealand Malaysia Germany Netherlands Belgium France United States	$97.6m	$0.00	69
36.	**Xware**	1 May 2019	Sweden	$12m	$11.2m multi-year earn-out potential related to business integration, strategic objectives and	70

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
					revenue performance (~~number of years presently not known to the plaintiff~~ up to 36 months after the acquisition closing date) (WTC.001.164.9575 _0048)	
	FY20					
37.	**Cypress**	16 September 2019	United States	~~Presently not known to the plaintiff~~ $3.0m AUD (WTC.003.091.1588)	~~Presently not known to the plaintiff~~ $11.9m AUD (WTC.003.091.1588)	71
38.	**Depot Systems**	1 October 2019	United States	$4.4m	$2.7m multi-year earn-out potential related to customer contracting, customer conversion and product integration (~~number of years presently not known to the plaintiff~~ up to 36 months after the acquisition closing date) (WTC.001.163.2415_0052-54).	72
39.	**Ready Korea**	31 December 2019	South Korea	$13.2m	$7.0m multi-year earn-out potential related to business and product integration, customs development, customer conversion and financial performance (~~number of~~	55

Item	Acquired Business	Acquisition Date	Jurisdiction	Consideration	Contingent Consideration	Para
					~~years presently not known to the plaintiff~~).	
40.	**SISA**	3 February 2020	Switzerland	$15.5m	$8.9m multi-year earn-out potential related to business and product integration, customs development and customer conversion (~~number of years presently not known to the plaintiff~~ up to 9 months after the acquisition closing date for business integration and product related earn-outs, up to 30 months following the achievement of the product milestone for customer conversion, and up to 42 month after the acquisition closing date for the customs product milestone) (WTC.001.180.1805_0067-68 and _0074).	56

ANNEXURE D – Integration of Acquisitions

Item	Business	FY19 Develop Product	1H20 Develop Product	FY19 Commercial foundation	FY20 Commercial Foundation	Para
1.	**ZSoft**	Complete	FF completed China Customs Native build complete Commercial pilot imminent	Near complete	Well progressed Sales/Channel Ptr Well progressed with translated eLearning content build and support	33
2.	**znet**	Embedded in development	Customs interface complete Native customs progressing well exp 2020	Well progressed	Progressing well Customer retention strong Translated e-learning and sales content build and support in progress	37
3.	**ACO Informatica & Multi-consult**	Embedded in development	Customs interface complete Native in development exp 2021 CW1 localisations in progress	In progress	In progress Customer retention strong Translated e-learning and sales content build and support in progress	38
4.	**Softship**	Integrated ecosystem	Product integration scoping with CargoWise	Planning	In progress	57

Item	Business	FY19 Develop Product	1H20 Develop Product	FY19 Commercial foundation	FY20 Commercial Foundation	Para
		(Integration of operations with WiseTech Global not completed)	underway (Integration of operations with WiseTech Global not completed)		Customer retention strong	
5.	**Bysoft**	Interface near complete	Customs interface complete Native development commencing CW1 localisations in progress	Well progressed	Well progressed Sales/Channel Ptr Translated e-learning and sales content	39
6.	**Prolink**	Embedded well progressed	Customs interface complete Native in development 90% complete exp FY21 Taiwan Compliance module go-live	Well progressed	Well progressed Sales/Channel Ptr Customer retention strong Well progressed with translated e-learning and sales content build and support	40
7.	**Mictrolistics**	Integrated ecosystem commenced	Integration commenced	In progress	In progress Customer retention strong	63
8.	**ABM Datasystems**	Developing on (sic.) Universal Customs Engine for European countries	Customers integration complete Brexit and AIS govt systems prioritised	Commenced	In progress Customer retention strong	41

Item	Business	FY19 Develop Product	1H20 Develop Product	FY19 Commercial foundation	FY20 Commercial Foundation	Para
			Customs for multiple countries			
9.	**Customs Matters**	Universal customs (ABM)	Customs interface complete Brexit and new AIS govt systems prioritised Native customs commenced	Commenced	Customer retention strong	42
10.	**Intris**	Universal customs (ABM)	Customs interface complete	Commenced	Commenced	43
11.	**LSP**	Universal customs (ABM)	Customs interface 80% complete Native build commenced	Commenced	Planning	44
12.	**Forward**	FF localisation/Embedded customs planning	Native in development for LATAM region – joint project with Softcargo	Commenced	Customer retention good in challenging economic Commenced translated e-learning and sales content build and support	45
13.	**Softcargo**	FF localisation. Customs planning	Native in development for LATAM region – joint project with Forward	Commenced	Customer retention good in challenging economic Commenced translated e-learning and sales content build and support	46

Item	Business	FY19 Develop Product	1H20 Develop Product	FY19 Commercial foundation	FY20 Commercial Foundation	Para
14.	**Pierbridge**	Integrated ecosystem commenced	CargoWise integration commenced Increased development resources	Near complete	In progress Customer retention strong	65
15.	**Ulukom**	Embedded commenced	Customs interface complete Native development commenced: Customs and Accounting focus	Commenced	In progress Strong retention, low local sales growth in challenging economic environment Translated sales content build and support in progress	48
16.	**Fenix**	Fenix to fold into CW1 Canada	Prioritised Canada Trade Single Window (delay)	Fold into CW1 Canada	Planning	49
17.	**Taric**	Embedded commenced	Customs interface complete Native in development Prioritise new EU Commission contract + Brexit	Commenced	Commenced translated e-learning and sales content build and support Adding large wins	50
18.	**Trinium**	Embedded commenced	Integrated ecosystem commenced	In progress	In progress Customer retention strong	66

ANNEXURE E – CHANGE TO SELL SIDE ANALYST FORECASTS

Analyst	Date	Price Target	% Change	Revenue	% Change	EBITDA	% Change
Bell Potter[1]	21-08-19	$25.00	n/a	470.20	n/a	158.30	n/a
Bell Potter[2]	04-12-19	$25.00	0.00%	470.20	0.00%	158.30	0.00%
Bell Potter[3]	19-02-20	$20.00	-20.00%	445.60	-5.52%	131.50	-20.38%
BofA[4]	21-08-19	$30.80	n/a	492.00	n/a	164.00	n/a
BofA[5]	23-10-19	$30.80	0.00%	492.00	0.00%	164.00	0.00%
BofA[6]	19-11-19	$27.80	-10.00%	492.00	0.00%	152.00	-7.89%
BofA[7]	03-02-20	$26.20	-6.00%	467.00	-5.35%	146.00	-4.11%
BofA[8]	19-02-20	$22.70	-13.00%	432.00	-8.10%	119.00	-22.69%
Macquarie[9]	21-08-19	$28.00	n/a	488.00	n/a	153.30	n/a
Macquarie[10]	20-02-20	$23.00	-18.00%	418.00	-16.75%	117.00	-31.03%

1 Bell Potter, Strong result and guidance put in the price (21 August 2019).
2 Bell Potter, Upgrade to HOLD (4 December 2019).
3 Bell Potter, Waiting for the recovery in trade volumes (19 February 2020).
4 BofA, The freight moves forward (21 August 2019).
5 BofA, The journey resumes (23 October 2019).
6 BofA, Upgrade cycle has stalled. Reiterate Neutral (19 November 2019).
7 BofA, Factoring slower start to FY20. We lower PO to $26.20/sh (3 February 2020).
8 BofA, Waiting for global trade volumes to recover (19 February 2020).
9 Macquarie, Accelerating global growth (21 August 2019).
10 Macquarie, Cyclical hit, and more… (20 February 2020).

ANNEXURE F – Officers in Possession of August Information

~~*So far as the plaintiff is able to say prior to discovery:*~~

(i) White:

a. was at all material times the Chief Executive Officer of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) had access to and received sales and earnings reports;

(3) was aware of the Growth Strategy and Acquisition Strategy;

(4) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(5) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding the status of earnout milestones;

c. communications between the acquired businesses and WiseTech regarding their integration; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses~~the Integration Timeline~~;

(6) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of

Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(7) was aware, by reason that he was directly responsible for Container Diversion and Nexus, of the progress and status of Container Diversion and Nexus (WTC.001.111.9887; WTC.002.001.0027);

(8) further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and/or in the performance of his role as the Chief Executive Officer, ought reasonably to have known:

(1) of the matters in paragraphs 89 to 93H; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or

(4) by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(5) by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognized by WiseTech.

(ii) Cartledge:

a. was at all material times the Chief Financial Officer of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and/or the status of earnout milestones of its acquired businesses;*

(7) *received communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

(8) *further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his role as the Chief Financial Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(iii) Engelhard:

a. was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;

b. in the performance of her roles, she:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(4) was aware of the Integration Timeline;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and in the performance of her roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:

(1) of the matters in paragraphs 89 to 93H; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(iv) Gibbon:

a. was at all material times a non-executive director of WiseTech;

b. in the performance of his role, he:

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. by reason of the matters in (b) above, and in the performance of his role as a non-executive director, ought reasonably to have known:

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(v) *Gregg:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vi) *Harrison:*

a. *was at all material times the Chair of the Board of WiseTech, a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as Chair of the Board of WiseTech, a non-executive director and member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vii) *Holman:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of her roles, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(viii) Isaacs:

a. was at all material times an executive director and the Company Secretary of WiseTech;

b. in the performance of her role, she:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(4) was aware of the Integration Timeline;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and in the performance of her roles as an executive director and/or the Company Secretary, ought reasonably to have known:

(1) of the matters in paragraphs 89 to 93H; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(ix) Lowe:

a. was, from July 2019 to October 2019, the Head of Legal at WiseTech;

b. in the performance of her role, she:

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; ~~and~~*

(4) *further or in the alternative to (2) to (3), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. by reason of the matters in (b) above, and in the performance of her role as the Head of Legal, ought reasonably to have known:

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(x) *Nallaiah:*

a. *was at all material times the Investor Relations Officer at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her role as the Investor Relations Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xi) Rippon:

a. *was at all material times the Corporate Governance Executive and the Company Secretary;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as the Corporate Governance Executive and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xii) Shearer:

a. was at all material times the Chief Technology Officer at WiseTech;

b. in the performance of his role, he:

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *was aware of the progress of Container Diversion and Nexus,*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. by reason of the matters in (b) above, and in the performance of his role as the Chief Technology Officer, ought reasonably to have known:

(1) *of the matters in paragraphs 89 to 9~~2~~H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiii) Williamson:

a. was at all material times the Chief Growth Officer;

b. in the performance of her role, she:

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. by reason of the matters in (b) above, and/or in the performance of her role as the Chief Growth Officer, ought reasonably to have known:

(1) *of the matters in paragraphs 89 to 9~~2~~3H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiv) *Hall:*

a. *was at all material times the Deputy Chief Financial Officer and External Reporting Manager;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(5) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress and status of the integration of the acquired businesses; ~~Integration Timeline;~~ and

(6) *had access to and/or prepared and/or assisted in preparing board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *further or in the alternative to (2) to (6), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Deputy Chief Financial Officer and External Reporting Manager, ought reasonably to have known:*

(1) *of the matters in paragraphs 89 to 93H; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 93F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xv) *Bekic:*

a. *was at all material times the Corporate Development – Americas and Head of Domestic Products at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(3) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress and status of the integration of the acquired businesses; and

(4) *further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses.*

c. *by reason of the matters in (b) above, and/or in the performance of his roles as Corporate Development – Americas and Head of Domestic Products, ought reasonably to have known:*

(1) *of the matters in 93F and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(2) by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.

(xvi) Bilanovsky:

a. was at all material times the Head of Corporate Development at WiseTech;

b. in the performance of his role, he:

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;

(3) was aware, by reason of his receipt of communications between the acquired businesses and WiseTech, and from WiseTech personnel, regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses, of the status of integration of the acquired businesses;

(4) was aware, by reason of his receipt of communications regarding the Container Diversion model, strategy and acquisition of potential businesses with the Acquittal Software, of the status of Container Diversion; and

(5) further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, and the status of Container Diversion

c. by reason of the matters in (b) above, and/or in the performance of his roles as Head of Corporate Development

(1) of the matters in 93F and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(2) by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.

ANNEXURE G – Officers in Possession of October Information

~~*So far as the plaintiff is able to say prior to discovery:*~~

(i) White:

a. was at all material times the Chief Executive Officer of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) had access to and received sales and earnings reports;

(3) was aware of the Growth Strategy and Acquisition Strategy;

(4) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(5) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding the status of earnout milestones

c. communications between the acquired businesses and WiseTech regarding their integration; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses ~~Integration Timeline~~;

(6) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its

acquired businesses, and the status of earnout milestones of its acquired businesses;

(7) was aware, by reason that White was directly responsible for Container Diversion and Nexus, of the progress and status of Container Diversion and Nexus (WTC.001.111.9887; WTC.002.001.0027);

(8) further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and/or in the performance of his role as the Chief Executive Officer, ought reasonably to have known:

(1) of the matters in paragraphs 117 ~~and~~ to 118C; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or

(4) by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(5) by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.

(ii) Cartledge:

a. was at all material times the Chief Financial Officer of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) had access to and received sales and earnings reports;

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *received communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses;*

(8) *further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Chief Financial Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(iii) *Engelhard:*

a. was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;

b. in the performance of her roles, she:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(4) was aware of the Integration Timeline;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and/or in the performance of her roles as a non-executive director of WiseTech and/or a member of the Audit and Risk Committee, ought reasonably to have known:

(1) of the matters in paragraphs 117 ~~and~~ to 118C; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or

(4) by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(5) by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.

(iv) Gibbon:

a. was at all material times a non-executive director of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) was aware of the Growth Strategy and Acquisition Strategy

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(4) was aware of the Integration Timeline;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and in the performance of his role as a non-executive director, ought reasonably to have known:

(1) of the matters in paragraphs 117 ~~and~~ to 118C; and/or

~~(1.A) that it was likely, or that there was a material risk, that WiseTech would achieve revenue in FY20 that was materially less than the revenue required to achieve EBITDA in FY20 of at least $145 million.~~

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(v) *Gregg:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vi) *Harrison:*

a. *was at all material times the Chair of the Board of WiseTech, a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as Chair of the Board of WiseTech, a non-executive director and member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vii) *Holman:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of her roles, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(viii) *Isaacs:*

a. *was at all material times an executive director and the Company Secretary of WiseTech;*

b. *in the performance of her roles, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her roles as an executive director and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118D; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(ix) *Lowe:*

a. *was at all material times the Head of Legal at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *further or in the alternative to (2) to (3), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her role as the Head of Legal, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(x) *Nallaiah:*

a. *was at all material times the Investor Relations Officer at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to her attention, by the application of reasonable information systems or*

management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of her role as the Investor Relations Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xi) *Rippon:*

a. *was at all material times the Corporate Governance Executive and the Company Secretary;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired*

businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of his roles as the Corporate Governance Executive and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m;*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xii) *Shearer:*

a. *was at all material times the Chief Technology Officer at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired*

businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of his role as the Chief Technology Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiii) Williamson:

a. *was at all material times the Chief Growth Officer;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or*

management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and/or in the performance of her role as the Chief Growth Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 ~~and~~ to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiv) *Hall:*

a. *was at all material times the Deputy Chief Financial Officer and External Reporting Manager;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(5) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress and status of the integration of the acquired businesses; ~~Integration Timeline;~~ and

(6) *had access to and/or prepared and/or assisted in preparing board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *received communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses;*

(8) *further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Deputy Chief Financial Officer and External Reporting Manager, ought reasonably to have known:*

(1) *of the matters in paragraphs 117 to 118C; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 117 and 118B, that it was likely that delays in business and product integration of acquired businesses would result in*

acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xv) *Bekic:*

a. *was at all material times the Corporate Development – Americas and Head of Domestic Products at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(3) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress and status of the integration of the acquired businesses; and

(4) *further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses.*

c. *by reason of the matters in (b) above, and/or in the performance of his roles as Corporate Development – Americas and Head of Domestic Products, ought reasonably to have known:*

(1) *of the matters in 117 and 118B, and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(2) *by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xvi) *Bilanovsky:*

a. *was at all material times the Head of Corporate Development at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(3) *was aware, by reason of his receipt of communications between the acquired businesses and WiseTech, and from WiseTech personnel, regarding the status of integration of the acquired businesses and of earn-out negotiations for those businesses, of the status of integration of the acquired businesses;*

(4) *was aware, by reason of his receipt of communications regarding the Container Diversion model, strategy and acquisition of potential businesses with the Acquittal Software, of the status of Container Diversion; and*

(5) *further or in the alternative to (1) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, and the status of Container Diversion*

c. *by reason of the matters in (b) above, and/or in the performance of his roles as Head of Corporate Development*

(1) *of the matters in 117 and 118B, and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(2) *by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

ANNEXURE H – OFFICERS IN POSSESSION OF NOVEMBER INFORMATION

~~*So far as the plaintiff is able to say prior to discovery:*~~

(i) White:

a. was at all material times the Chief Executive Officer of WiseTech;

b. in the performance of his role, he:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) had access to and received sales and earnings reports;

(3) was aware of the Growth Strategy and Acquisition Strategy;

(4) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(5) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding the status of earnout milestones;

c. communications between the acquired businesses and WiseTech regarding their integration; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses ~~Integration Timeline~~;

(6) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its

acquired businesses, and the status of earnout milestones of its acquired businesses;

(7) *was aware, by reason that White was directly responsible for Container Diversion and Nexus, of the progress and status of Container Diversion and Nexus (WTC.001.111.9887; WTC.002.001.0027);*

(8) *further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Chief Executive Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(ii) *Cartledge:*

a. *was at all material times the Chief Financial Officer of WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *received communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

(8) *further or in the alternative to (2) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Chief Financial Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(iii) *Engelhard:*

a. was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;

b. in the performance of her roles, she:

(1) was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(4) was aware of the Integration Timeline;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. by reason of the matters in (b) above, and/or in the performance of her roles as a non-executive director of WiseTech and/or a member of the Audit and Risk Committee, ought reasonably to have known:

(1) of the matters in paragraphs 132 ~~and~~ to 133G; and/or

(2) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or

(3) that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or

(4) by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(iv) *Gibbon:*

a. *was at all material times a non-executive director of WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his role as a non-executive director, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(v) *Gregg:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vi) *Harrison:*

a. *was at all material times the Chair of the Board of WiseTech, a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of his roles as Chair of the Board of WiseTech, a non-executive director and member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(vii) Holman:

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(viii) *Isaacs:*

a. *was at all material times an executive director and the Company Secretary of WiseTech;*

b. *in the performance of her roles, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her roles as an executive director and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 and to 133G; and/or*

(2) *that it was likely, or that there was at least a material risk, that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely, or that there was at least a material risk, that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%.; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(ix) *Lowe:*

a. *was at all material times the Head of Legal at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *further or in the alternative to (2) and (3), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and in the performance of her role as the Head of Legal, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(x) *Nallaiah:*

a. *was at all material times the Investor Relations Officer at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to her attention, by the application of reasonable information systems or*

management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of her role as the Investor Relations Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xi) *Rippon:*

a. *was at all material times the Corporate Governance Executive and the Company Secretary;*

b. *in the performance of his roles, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired*

businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of his roles as the Corporate Governance Executive and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xii) *Shearer:*

a. *was at all material times the Chief Technology Officer at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (2) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired*

businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;

c. *by reason of the matters in (b) above, and in the performance of his role as the Chief Technology Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiii) Williamson:

a. *was at all material times the Chief Growth Officer;*

b. *in the performance of her role, she:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(5) *was aware of the Integration Timeline;*

(6) *further or in the alternative to (2) to (5), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of her role as the Chief Growth Officer, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 ~~and~~ to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) *by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xiv) *Hall:*

a. *was at all material times the Deputy Chief Financial Officer and External Reporting Manager;*

b. *in the performance of his role, he:*

(1) *was aware that WiseTech had made announcements to the market concerning its forecast costs and EBITDA in FY20;*

(2) *had access to and received sales and earnings reports;*

(3) *was aware of the Growth Strategy and Acquisition Strategy;*

(4) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(5) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress and status of the integration of the Acquired Businesses; ~~Integration Timeline;~~ and

(6) *had access to and/or prepared and/or assisted in preparing board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of Container Diversion, the status of Nexus, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *further or in the alternative to (2) to (6), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, the status of Container Diversion, and/or the status of Nexus;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Deputy Chief Financial Officer and External Reporting Manager, ought reasonably to have known:*

(1) *of the matters in paragraphs 132 to 133G; and/or*

(2) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve EBITDA in FY20 that was materially less than $145m; and/or*

(3) *that it was likely~~, or that there was at least a material risk,~~ that WiseTech would achieve an EBITDA margin in FY20 materially less than 32.9%~~.~~; and/or*

(4) *by reason of the matters in 133A to 133F, it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(5) by reason of the matters in (4), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.

(xv) Bekic:

a. was at all material times the Corporate Development – Americas and Head of Domestic Products at WiseTech;

b. in the performance of his role, he:

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;

(3) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding their integration;

c. communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses; and

(4) further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses.

c. by reason of the matters in (b) above, and/or in the performance of his roles as Corporate Development – Americas and Head of Domestic Products, ought reasonably to have known:

(1) of the matters in 133A to F, and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would

result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(2) *by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

(xvi) *Bilanovsky:*

a. *was at all material times the Head of Corporate Development at WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(3) *was aware, by reason of his receipt of communications between the acquired businesses and WiseTech, and from WiseTech personnel, regarding the status of integration of the acquired businesses and of earn-out negotiations for those businesses, of the status of integration of the acquired businesses;*

(4) *was aware, by reason of his receipt of communications regarding the Container Diversion model, strategy and acquisition of potential businesses with the Acquittal Software, of the status of Container Diversion; and*

(5) *further or in the alternative to (1) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, and the status of Container Diversion*

c. *by reason of the matters in (b) above, and/or in the performance of his roles as Head of Corporate Development*

(1) *of the matters in 133A to F, and by reason of those matters, that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(2) *by reason of the matters in (1), that it was likely the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than that recognised by WiseTech.*

ANNEXURE I – Officers in Possession of February Information

~~*So far as the plaintiff is able to say prior to discovery:*~~

(i) White:

a. was at all material times the Chief Executive Officer of WiseTech;

b. in the performance of his role, he:

(1) had access to and received sales and earnings reports;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; ~~and~~

(4) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding the status of earnout milestones;

c. communications between the acquired businesses and WiseTech regarding their integration; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses ~~Integration Timeline~~;

(5) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(6) further or in the alternative to (1) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Chief Executive Officer, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(ii) *Cartledge:*

a. *was at all material times the Chief Financial Officer of WiseTech;*

b. *in the performance of his role, he:*

(1) *had access to and received sales and earnings reports;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *was aware, by reason of his receipt of earnout assessments prepared by the finance function, whether the acquired businesses were expected to meet revenue and EBITDA earnout milestones;*

(6) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(7) *received communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

(8) *further or in the alternative to (1) to (7), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Chief Financial Officer, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(iii) *Engelhard:*

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of her roles, she:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(5) *further or in the alternative to (1) to (4), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and/or in the performance of her roles as a non-executive director of WiseTech and/or a member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(iv) *Gibbon:*

a. *was at all material times a non-executive director of WiseTech;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(5) *further or in the alternative to (1) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of his role as a non-executive director, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(v) Gregg:

a. *was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his roles, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(5) *further or in the alternative to (1) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of his roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(vi) Harrison:

a. *was at all material times the Chair of the Board of WiseTech, a non-executive director of WiseTech and a member of the Audit and Risk Committee;*

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(5) *further or in the alternative to (1) to (4), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of his roles as Chair of the Board of WiseTech, a non-executive director and member of the Audit and Risk Committee, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(vii) Holman:

a. was at all material times a non-executive director of WiseTech and a member of the Audit and Risk Committee;

b. in the performance of her role, she:

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(3) was aware of the Integration Timeline;

(4) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(5) further or in the alternative to (1) to (4), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;

c. by reason of the matters in (b) above, and in the performance of her roles as a non-executive director and/or member of the Audit and Risk Committee, ought reasonably to have known:

(1) of the matters in paragraph 143D(a); and

(2) by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(3) by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.

(viii) Isaacs:

a. was at all material times an executive director and the Company Secretary of WiseTech;

b. in the performance of her roles, she:

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(3) was aware of the Integration Timeline;

(4) had access to and received board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;

(5) further or in the alternative to (1) to (4), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;

c. by reason of the matters in (b) above, and in the performance of her roles as an executive director and/or the Company Secretary, ought reasonably to have known:

(1) of the matters in paragraph 143D(a); and

(2) by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(3) by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.

(ix) Lowe:

a. was at all material times the Head of Legal at WiseTech;

b. in the performance of her role, she:

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(3) *further or in the alternative to (1) and (2), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of her role as the Head of Legal, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(x) *Nallaiah:*

a. *was at all material times the Investor Relations Officer at WiseTech;*

b. *in the performance of her role, she:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *further or in the alternative to (1) to (3), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of her role as the Investor Relations Officer, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(xi) Rippon:

a. *was at all material times the Corporate Governance Executive and the Company Secretary;*

b. *in the performance of his roles, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(3) *was aware of the Integration Timeline;*

(4) *further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and in the performance of his roles as the Corporate Governance Executive and/or the Company Secretary, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(xii) Shearer:

a. was at all material times the Chief Technology Officer at WiseTech;

b. in the performance of his role, he:

(1) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and

(2) was aware of the Integration Timeline;

(3) was aware of the Growth Strategy and Acquisition Strategy;

(4) further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;

c. by reason of the matters in (b) above, and in the performance of his role as the Chief Technology Officer, ought reasonably to have known:

(1) of the matters in paragraph 143D(a); and

(2) by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(3) by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.

(xiii) Williamson:

a. was at all material times the Chief Growth Officer;

b. in the performance of her role, she:

(1) had access to and received sales and earnings reports;

(2) was aware of the Growth Strategy and Acquisition Strategy;

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3; and*

(4) *was aware of the Integration Timeline;*

(5) *further or in the alternative to (1) to (4), ought to have had brought to her attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and/or in the performance of her role as the Chief Growth Officer, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(xiv) *Hall:*

a. *was at all material times the Deputy Chief Financial Officer, External Reporting Manager and Head of Acquisitions and Integration at WiseTech;*

b. *in the performance of his role, he:*

(1) *had access to and received sales and earnings reports;*

(2) *was aware of the Growth Strategy and Acquisition Strategy;*

(3) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(4) *was aware, by reason of his receipt of:*

a. *acquisition integration reports;*

b. *communications between the acquired businesses and WiseTech regarding their integration;*

c. *communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and*

d. *communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,*

of the progress of the integration of the acquired businesses; ~~Integration Timeline;~~ and

(5) *had access to and/or prepared and/or assisted in preparing board papers which reported on the financial performance of WiseTech and its acquired businesses, the status of integration of its acquired businesses, and the status of earnout milestones of its acquired businesses;*

(6) *further or in the alternative to (1) to (5), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses;*

c. *by reason of the matters in (b) above, and/or in the performance of his role as the Deputy Chief Financial Officer, External Reporting Manager and Head of Acquisitions and Integration at WiseTech, ought reasonably to have known:*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely~~, or that there was at least a material risk,~~ that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely~~, or that there was at least a material risk,~~ that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*

(xv) Bekic

a. *was at all material times the Corporate Development – Americas and Head of Domestic Products at WiseTech;*

b. *in the performance of his role, he:*

(1) was aware of the Growth Strategy and Acquisition Strategy;

(2) was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;

(3) was aware, by reason of his receipt of:

a. acquisition integration reports;

b. communications between the acquired businesses and WiseTech regarding their integration;

c. communications between the acquired businesses and WiseTech regarding the status of earnout milestones; and

d. communications from WiseTech personnel regarding the status of integration of the acquired businesses and of earnout negotiations for those businesses,

of the progress and status of the integration of the acquired businesses; and

(4) further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses and the status of earnout milestones for the acquired businesses.

c. by reason of the matters in (b) above, and/or in the performance of his roles as Corporate Development – Americas and Head of Domestic Products, ought reasonably to have known:

(1) of the matters in paragraph 143D(a); and

(2) by reason of the matters in (1), that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or

(3) by reason of the matters in (2), that it was likely that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.

(xvi) Bilanovsky:

a. was at all material times the Head of Corporate Development at WiseTech;

b. *in the performance of his role, he:*

(1) *was aware of the Growth Strategy and Acquisition Strategy;*

(2) *was aware of the acquisitions made by WiseTech as pleaded in Sections C.2 and C.3;*

(3) *was aware, by reason of his receipt of communications between the acquired businesses and WiseTech, and from WiseTech personnel, regarding the status of integration of the acquired businesses and of earn-out negotiations for those businesses, of the status of integration of the acquired businesses;*

(4) *further or in the alternative to (1) to (3), ought to have had brought to his attention, by the application of reasonable information systems or management procedures, the status of integration of the acquired businesses, the status of earnout milestones for the acquired businesses, and the status of Container Diversion*

c. *by reason of the matters in (b) above, and/or in the performance of his roles as Head of Corporate Development*

(1) *of the matters in paragraph 143D(a); and*

(2) *by reason of the matters in (1), that it was likely that delays in business and product integration of acquired businesses would result in acquired businesses failing to achieve metrics that would give rise to an obligation to pay Contingent Consideration; and/or*

(3) *by reason of the matters in (2), that it was likely that the fair value estimate of the Contingent Consideration payable by WiseTech would be materially lower than was disclosed in the 1H20 Results Announcement.*