

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JOHN WILSON,

Plaintiff,

v.

GETSWIFT, INC. and GETSWIFT
TECHNOLOGIES LIMITED,

Defendants.

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) Civil Action No.
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COMPLAINT

For his Complaint against Defendants GetSwift, Inc. and GetSwift Technologies Limited (collectively, “Defendants”), Plaintiff John Wilson (“Wilson”) alleges as follows:

INTRODUCTION

1. This is an action for money damages and attorney’s fees arising from Defendant GetSwift Technologies Limited’s material breach of a January 30, 2017 agreement requiring the grant of certain performance shares to Wilson, its material breach of a November 30, 2017 agreement granting stock options to Wilson, and Defendant GetSwift, Inc.’s material breach of a January 15, 2018 employment agreement granting Wilson additional performance shares and guaranteeing certain

severance payments to Wilson. Defendants have materially breached their obligations under these agreements, entitling Wilson to monetary damages and attorney's fees.

PARTIES

2. Plaintiff John Wilson is an individual over 18 years of age and a resident of Cobb County, Georgia.

3. GetSwift, Inc. is a Delaware corporation with its principal place of business at 1185 6th Avenue, New York, New York 10036, where it may be served with process. GetSwift, Inc. may also be served with process through its agent, CT Corporation System, 28 Liberty Street, New York, New York 10005.

4. GetSwift Technologies Limited, formerly GetSwift Limited, is a publicly traded company domiciled in Canada.¹ It is the sole owner and parent company of GetSwift, Inc. Its principal place of business in the United States is 1185 6th Avenue, New York, New York 100306, where it may be served with process.

¹ As used herein, the term "GetSwift Technologies Limited" means and includes GetSwift Technologies Limited and GetSwift Limited.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over Defendants because they conduct business in the State of Georgia, including by negotiating and entering into the agreements at issue in this action with Wilson, a resident of Georgia, as described below. Further, Defendant GetSwift, Inc. terminated Wilson's employment while he was working and domiciled in Georgia, and Defendants' breach of the agreements at issue in this action caused harm to Wilson in Georgia. Moreover, Defendant GetSwift, Inc. consented to personal jurisdiction in Georgia pursuant to Paragraph 24 of the Employment Agreement between the parties dated January 15, 2018 (hereinafter, the "Employment Agreement"). A true and correct copy of the Employment Agreement is attached hereto as Exhibit A.

6. This Court has subject matter jurisdiction over this matter given that the amount in controversy is in excess of \$75,000, exclusive of interest and costs, and the parties are citizens of different states (Georgia and Delaware/New York). 28 U.S.C. § 1332(a).

7. Venue is proper in this Court because Defendants' material breach of the agreements, as alleged herein, occurred (in part or in full) in this judicial district. 28 U.S.C. § 1391(b). Further, GetSwift, Inc. and Wilson agreed that venue in this district is proper pursuant Paragraph 24 of the "Employment Agreement."

STATEMENT OF CLAIM

Wilson's Entitlement to Performance Shares under the Advisor Agreement

8. On January 30, 2017, GetSwift Technologies Limited (then operating as GetSwift Limited) engaged Wilson to provide advisory services to the company pursuant to a letter agreement (hereinafter, the "Advisor Agreement"). A true and correct copy of the Advisor Agreement is attached hereto as Exhibit B.

9. The Advisor Agreement provided that Wilson would be granted 300,000 performance shares of the company over a period of three years if the company met certain performance requirements as disclosed in the company's listing in 2016 on the Australian Stock Exchange (ASX), which it subsequently met and disclosed to the market.

10. As of January 15, 2018, when Wilson accepted employment with GetSwift Technologies Limited's subsidiary GetSwift, Inc., Wilson had earned at least 33,333 of the performance shares guaranteed him by the Advisor Agreement.

11. To date, GetSwift Technologies Limited has not provided Wilson with the 33,333 performance shares he is owed pursuant to the Advisor Agreement.

Wilson's Entitlement to Performance Shares under the Employment Agreement

12. On January 15, 2018, GetSwift Inc. and Wilson entered into the Employment Agreement whereby Wilson would be employed as the company's Chief Strategy Officer.

13. Pursuant to Paragraph 2(b) of the Employment Agreement, Wilson was entitled to an award of 300,000 performance shares of GetSwift Technologies Limited, provided that certain performance goals established in the 2016 ASX listing were met.

14. The performance goals referenced in the Employment Agreement were met and disclosed to the market, thereby entitling Wilson to an award of 300,000 performance shares.

15. Further, Paragraph 2(d) of the Employment Agreement provided that the 300,000 performance shares granted in Paragraph 2(b) of the Employment would immediately and fully vest upon on the date of any event constituting a "Change in Control."

16. A "Change in Control" is defined in Paragraph 9 of the Employment Agreement to include:

- b. A change in the composition of the Board of Directors of the Company such that the individuals who constitute the Board of Directors of the Company as of the date of listing of [GetSwift Limited's] shares on the Australian Stock Exchange Limited cease for

any reason to constitute at least a majority of the Board of Directors of the Company;

or

d. The consummation of a reorganizations, merger or consolidation or sale or other disposition of all or substantially at least 50% of the assets of the Company or [GetSwift Limited].

17. A “Change in Control” occurred within the meaning of the Employment Agreement on at least three occasions:

- (a) On December 1, 2018, when the composition of the Board of Directors of GetSwift, Inc. (the “Board”) changed from four to five directors, with only two of the original directors remaining on the Board;
- (b) On May 31, 2019, when the Board membership again shifted such that a majority of the Board members were not the original directors; and
- (c) On January 5, 2021, when shares of GetSwift Limited were suspended on the Australian exchange and GetSwift Technologies Limited became the 100% owner of GetSwift, Inc.

18. Each of the occurrences described in the preceding paragraph constituted a “Change In Control” under the Employment Agreement, thereby accelerating the vesting of Wilson’s 300,000 performance shares in GetSwift Technologies Limited.

19. To date, GetSwift, Inc. has not provided Wilson the 300,000 performance shares he is owed pursuant to the Employment Agreement.

Wilson's Entitlement to Options Previously Awarded by the Board

20. During a board meeting held on November 30, 2017, GetSwift Technologies Limited granted Wilson 300,000 options, with exercise prices ranging from \$0.80 to \$1.20 per share and a three-year vesting schedule.

21. To date, GetSwift Technologies Limited has not provided Wilson with the 300,000 options awarded during the November 30, 2017 board meeting.

Wilson's Entitlement to Severance Pay

22. Pursuant to Paragraph 2(a) of the Employment Agreement, Wilson was paid an annual base salary of \$200,000 while employed as the Chief Strategy Officer of GetSwift, Inc.

23. From January 15, 2018 until January 22, 2021, Wilson faithfully and competently performed his duties as Chief Strategy Officer.

24. On January 13, 2021, GetSwift, Inc. notified Wilson that his employment would be terminated, effective January 22, 2021.

25. GetSwift, Inc. did not terminate Wilson's employment for "Cause" under the Employment Agreement and did not provide Wilson with 60 days' notice of his termination, as required under Paragraph 7(c) of the Employment Agreement.

26. During the nine-day period between January 13 and January 22, 2021, Wilson continued performing his employment duties in good faith by assisting GetSwift, Inc. as requested and completing all offboarding assignments.

27. GetSwift, Inc. terminated Wilson's employment on January 22, 2021.

28. GetSwift, Inc. did not have "Cause," as that term is defined in the Employment Agreement, to terminate Wilson. Accordingly, his termination was without Cause.

29. As shown above, pursuant to Paragraph 7(c) of the Employment Agreement, GetSwift, Inc. was required to provide Wilson with 60 days' notice of its intent to terminate the agreement without "Cause" and was prohibited from reducing or eliminating his compensation or benefits during that notice period, except in circumstances not present in this case.

30. GetSwift, Inc. failed to comply with its obligations pursuant to Paragraph 7(c) of the Employment Agreement by terminating Wilson's employment with only nine (9) days' notice and thereafter ceasing to pay Wilson any compensation or provided any benefits during the notice period.

31. Pursuant to Paragraph 8(b) of the Employment Agreement, GetSwift, Inc. is required to pay Wilson "severance pay" equal to "two times [his] Base Salary

in effect immediately prior to the date of notice of termination” provided that Wilson signed a suitable release.

32. At all applicable times, Wilson was and remains ready, willing, and able to sign a release in a form acceptable to GetSwift, Inc., as contemplated by Paragraph 8(b)(i) of the Employment Agreement.

33. Accordingly, GetSwift, Inc. owes Plaintiff \$400,000 in severance pay.

34. GetSwift, Inc failed to comply with its obligations pursuant to Paragraph 8(b) of the Employment Agreement because it has not paid Wilson the \$400,000 in severance pay he is owed.

COUNT I
Breach of Advisor Agreement
(Against GetSwift Technologies Limited)

35. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 34 of this Complaint as if set forth fully herein.

36. The Advisor Agreement constitutes a valid, enforceable, and binding contract between the parties.

37. GetSwift Technologies Limited had an obligation of good faith in performing its obligations under the Advisor Agreement.

38. Wilson performed his duties under the Advisor Agreement by providing services to GetSwift Technologies Limited.

39. The Advisor Agreement provided that Wilson would be entitled to 300,000 performance shares in GetSwift Technologies Limited, to be awarded over a three-year term.

40. As of January 15, 2018, Wilson was owed 33,333 performance shares for his services under the Advisor Agreement.

41. GetSwift Technologies Limited has refused to provide the 33,333 performance shares owed to Wilson under the Advisor Agreement.

42. GetSwift Technologies Limited's refusal to provide the performance shares constitutes a breach of the Advisor Agreement.

43. As a direct and proximate result of GetSwift Technologies Limited's breach of contract, Wilson has suffered and continues to suffer damages and is entitled to the performance shares owed him or their cash equivalent, with prejudgment interest.²

COUNT II
Breach of Contract Regarding Stock Options
(Against GetSwift Technologies Limited)

² When the performance shares and stock options discussed herein were granted to Wilson, GetSwift Technologies Limited was publicly traded on the Australian ASX exchange as GetSwift Limited. GetSwift Limited subsequently delisted from the ASX and began trading shares on the Canadian NEO exchange as GetSwift Technologies Limited under a court-administered, shareholder-approved Scheme of Arrangement. Shares of GetSwift Limited from the ASX exchange were converted to shares in GetSwift Technologies Limited on the NEO exchange at a 7 to 1 ratio.

44. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 43 of this Complaint as if set forth fully herein.

45. GetSwift Technologies Limited created an enforceable contract by awarding Wilson stock options at a Board Meeting on November 30, 2017, which vested after Wilson performed services for GetSwift Technologies Limited for a certain time period.

46. GetSwift Technologies Limited had an obligation of good faith in performing its obligations under the stock options grant, including perfecting all of the documents under the Employee Stock Option Agreement and disclosing required options grants to the public market, all of which were not under Wilson's control.

47. Wilson performed his duties under the stock options contract by providing services to GetSwift Technologies Limited.

48. The stock options contract provided that Wilson would be entitled to 300,000 stock options after three years, which have now elapsed since the grant of those options.

49. GetSwift Technologies Limited has refused to provide the 300,000 stock options owed Wilson under the contract.

50. GetSwift Technologies Limited's refusal to provide the options constitutes a breach of the stock options contract.

51. As a direct and proximate result of GetSwift Technologies Limited's breach of contract, Wilson has suffered and continues to suffer damages and is entitled to the stock options owed him or their cash equivalent, with prejudgment interest.

COUNT III
Breach of Employment Agreement – Performance Shares
(Against GetSwift, Inc.)

52. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 51 of this Complaint as if set forth fully herein.

53. The Employment Agreement constitutes an enforceable contract between GetSwift, Inc. and Wilson.

54. GetSwift, Inc. had an obligation of good faith in performing its obligations under the Employment Agreement.

55. Wilson performed his duties under the Employment Agreement by providing services to GetSwift, Inc.

56. The Employment Agreement provided that Wilson would be granted 300,000 performance shares, which would vest immediately upon a "Change in Control."

57. A “Change in Control” within the meaning of the Employment Agreement occurred during Wilson’s employment, thus resulting in the accelerated vesting of the 300,000 performance shares owed under the Employment Agreement.

58. GetSwift, Inc. has refused to provide the 300,000 performance shares owed to Wilson under the Employment Agreement.

59. GetSwift, Inc.’s refusal to provide the performance shares constitutes a breach of the Employment Agreement.

60. As a direct and proximate result of GetSwift, Inc.’s breach of the Employment Agreement, Wilson has suffered and continues to suffer damages and is entitled to the performance shares owed him or their cash equivalent, with prejudgment interest.

COUNT IV
Breach of Employment Agreement – Severance Pay
(Against GetSwift, Inc.)

61. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 60 of this Complaint as if set forth fully herein.

62. The Employment Agreement constitutes an enforceable contract between the parties.

63. GetSwift, Inc. had an obligation of good faith in performing its obligations under the Employment Agreement.

64. Wilson performed his duties under the Employment Agreement by providing services to GetSwift, Inc.

65. The Employment Agreement provided that Wilson would be entitled to “Severance Pay” in the amount of two times his base salary (*i.e.*, \$400,000) if he was terminated for any reason other than “Cause” as defined in the contract.

66. GetSwift, Inc. terminated Wilson’s employment without “Cause.”

67. Wilson is ready, willing, and able to sign a “Release” as contemplated by the Employment Agreement, which is the only precondition for receiving the “Severance Pay.”

68. The only reason Wilson has not executed such “Release” is that GetSwift, Inc. has refused to honor its obligations to provide him with that document, which he has requested in writing.

69. Wilson is therefore entitled to “Severance Pay” under the Employment Agreement.

70. GetSwift, Inc. has refused to provide the “Severance Pay” owed to Wilson under the Employment Agreement.

71. GetSwift, Inc.’s refusal to provide the “Severance Pay” constitutes a breach of the Employment Agreement.

72. As a direct and proximate result of GetSwift, Inc.'s breach of the Employment Agreement, Wilson has suffered and continues to suffer damages and is entitled to the \$400,000 in "Severance Pay" owed to him, with prejudgment interest.

COUNT V
Breach of Employment Agreement – Notice Pay
(Against GetSwift, Inc.)

73. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 72 of this Complaint as if set forth fully herein.

74. The Employment Agreement constitutes an enforceable contract between the parties.

75. GetSwift, Inc. had an obligation of good faith in performing its obligations under the Employment Agreement.

76. Wilson performed his duties under the Employment Agreement by providing services to GetSwift, Inc.

77. The Employment Agreement required that GetSwift, Inc. provide Wilson at least sixty (60) days' notice before terminating his employment without "Cause" and that, during that notice period, Wilson's compensation and benefits could not be reduced.

78. GetSwift, Inc. terminated Wilson's employment without "Cause."

79. GetSwift, Inc. provided only nine (9) days' notice before terminating Wilson's employment, after which it ceased compensating or providing benefits to Wilson.

80. Wilson is therefore entitled to an additional fifty-one (51) days of pay and benefits ("Notice Pay") under the Employment Agreement.

81. GetSwift, Inc. has refused to provide the "Notice Pay" owed to Wilson under the Employment Agreement.

82. GetSwift, Inc.'s refusal to provide the "Notice" constitutes a breach of the Employment Agreement.

83. As a direct and proximate result of GetSwift, Inc.'s breach of the Employment Agreement, Wilson has suffered and continues to suffer damages and is entitled to the "Notice Pay" owed to him, with prejudgment interest.

COUNT VI
Alternative to Contract Claims - Unjust Enrichment
(Against All Defendants)

84. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 83 of this Complaint as if set forth fully herein.

85. In the unlikely event that the Court finds that one or more of the above-described agreements (Advisor Agreement, Employment Agreement, and/or stock options agreement) does not constitute an enforceable contract between Wilson and

Defendants, Defendants have nonetheless been unjustly enriched by the conduct described herein.

86. That is, Wilson has conferred significant benefits on Defendants, through his advisory and employment positions, which benefitted Defendants and which they equitably ought to compensate Wilson for.

87. As a result, Defendants have been unjustly enriched and Wilson is entitled to damages in an amount to be determined at trial.

COUNT VII
Attorney's Fees
(Against All Defendants)

88. Wilson repeats, realleges, and incorporates by reference the allegations contained in Paragraphs 1 through 87 of this Complaint as if set forth fully herein.

89. Defendants have been stubbornly and vexatiously litigious in the performance of the agreements at issue in this action, have acted in bad faith and have caused Wilson unnecessary trouble and expense so as to justify and warrant an award of expenses of litigation to Wilson under O.C.G.A. § 13-6-11.

90. Further, pursuant to Paragraph 19 of the Employment Agreement, the prevailing party in any action to enforce rights under that agreement is entitled to recover attorney's fees from the non-prevailing party.

91. Accordingly, Wilson is entitled to attorneys' fees and expenses in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Wilson requests that the Court enter an Order:

A. Awarding compensatory damages and interest to Wilson in an amount to be determined at the trial of this matter;

B. Awarding performance shares in an amount to be determined at the trial of this matter, or the cash equivalent of same;

C. Awarding stock options in an amount to be determined at the trial of this matter, or the cash equivalent of same;

D. Awarding Wilson his attorney's fees and costs, including expert fees;

E. Awarding Wilson pre- and post-judgment interest; and

F. Awarding any such other and further relief as the Court deems proper.

Dated: February 26, 2021

s/ Nathan D. Chapman

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EXHIBIT A

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made and entered into as of January [15,] 2018 (the “Effective Date”) between GetSwift Inc., located at 1185 6th Avenue, New York, NY 10036 (“Company”) and John Wilson (“Executive”) (each a “Party,” collectively, “Parties”).

Company wishes to engage Executive to provide services to Company and Executive wishes to provide such services, pursuant to the terms and conditions set forth in this Agreement. In consideration of the mutual promises set forth below and other valuable consideration (the mutuality, adequacy and sufficiency of which are hereby acknowledged), the Parties, agree as follows:

1. Position. Company hereby employs Executive and Executive agrees to serve as the Chief Strategy Officer to the Company and the Company’s Board of Directors (the “Board”), or in such capacity as may later be agreed by the Parties, on the terms and conditions set forth in this Agreement.

2. Compensation.

a. Base Salary. The Company agrees to pay Executive a “Base Salary” earned at an annual rate of not less than Two Hundred Thousand Dollars (USD 200,000), payable in accordance with the regular payroll practices of the Company. This Base Salary shall compensate Executive for all hours of work, and this position shall not be eligible for overtime. The Base Salary shall be subject to annual review by the Company, and may be increased from time to time by the Company, in its sole discretion, without modification of this Agreement. The Executive is bonus eligible.

b. Performance Shares. The Executive will receive an award of Three Hundred Thousand (300,000) shares of GetSwift Limited (the “Parent”), a company duly incorporated under the applicable laws of Australia and the sole owner of the Company (the “Performance Shares”). The Performance Shares shall become vested upon the satisfaction of performance goals agreed to by the Company and the Executive, provided that such goals are satisfied within forty eight (48) months following the date of the award of the Performance Shares.

c. Stock Options. In addition to any stock options previously granted, Executive will be eligible for a stock option grant of Eighty Thousand (80,000) options in the Parent on an annual basis at the discretion of the Parent and the Company.

d. Additional Equity Award Rules. Any award of Performance Shares or stock options shall become fully vested as of the effective date of any event constituting a Change of Control, as defined below. Except as otherwise expressly set forth in this Agreement, the Performance Shares and stock options shall be subject to the terms and conditions of the governing plan documents and related rules established by the Parent or the Company, as applicable, from time to time.

e. Annual Bonus. The Executive will be eligible to receive annual bonus payments, payable in amounts and at such times as set forth under the terms of the Company’s bonus plan, based on meeting Company performance objectives and other objectives determined under the bonus plan, as may be amended from time to time by the Company in its sole discretion.

3. Executive Benefits. Executive will become eligible for participation in any benefit plans and programs in effect from time to time as are made available to other similarly situated employees of Company, in accordance with and subject to the eligibility and other provisions of such plans and programs. Executive acknowledges that all Company benefits are subject to change from time to time.

4. Expenses. The Company agrees to reimburse Executive for reasonable and customary business expenses, including air travel expenses, related to the performance of Executive's duties under this Agreement and in accordance with Company's policies in effect from time to time.

5. Duties.

a. The Executive shall have the duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar titles and capacities in similarly sized companies, and such other duties, authorities and responsibilities as may reasonably be assigned to Executive from time to time by the Board. The Executive's principal place of employment with the Company shall be in Atlanta, Georgia, provided that Executive understands and agrees that Executive may be required to travel, both within and outside the United States, from time to time for business purposes.

b. During employment, Executive shall devote Executive's business time, energy, business judgment, knowledge and skill and Executive's best efforts to the performance of Executive's duties with the Company. The Company acknowledges that the Executive provides services in connection with certain business activities of BlueSkyWorks and the Company further acknowledges and agrees that the Executive may continue to provide services to BlueSkyWorks provided such activities do not unreasonably interfere with Executive's obligations under this Agreement. Notwithstanding the foregoing, Executive will not, during the term of employment, directly or indirectly engage in any other business that is in direct competition with the Company, either with or without compensation, without the prior consent of Company. Notwithstanding the foregoing, ownership by Executive of less than five percent (5%) of the shares of the capital stock of any publicly-held corporation will not be a violation of this Section 5.

6. Employment Term.

a. The term of this Agreement (the "Term") commences on the Effective Date and expires four (4) years after the Effective Date, unless sooner terminated as provided below. Without action to terminate the Agreement, the Term of this Agreement shall be automatically extended for successive two-year periods. However, either Party may elect not to extend this Agreement by giving written notice to the other Party at least ninety (90) days before the fourth anniversary of the Effective Date or at least ninety (90) days prior to the effective date of any later extension, as applicable. The period of time between the Effective Date and the termination of Executive's employment hereunder shall be referred to herein as the "Employment Term". The employee's last day of employment shall be the "Separation Date."

7. Termination of Employment. Subject to the other provisions of this agreement, the employment relationship may be terminated as follows:

a. The Executive may, at any time, provide written notice of Executive's intent to terminate the employment agreement Without Reason. The employment agreement will then terminate six (6) months after delivery of such notice or at an earlier date as determined, in its sole discretion, by the Company. Upon the Company's election of an earlier termination date, Executive shall be due compensation and benefits only through the Separation Date.

b. This Agreement shall terminate automatically and immediately in the event of Executive's death or Disability. "Disability" means that Executive is unable to engage in any substantial, gainful activity due to a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months, as reasonably determined by the Company's Board and in compliance with the Americans with Disabilities Act ("ADA"). To aid such determination, Executive shall cooperate fully with any physician or health care professional (the "Doctor") chosen by the Company, in its sole discretion, to review Executive's medical condition for purposes of compliance with the terms of this Agreement, including executing any necessary releases to grant the Doctor full access to any and all of Executive's medical records, authorizing or requiring physicians and other health care professionals who have treated or dealt with Executive to consult with the Doctor, and submitting to such physical examinations or testing, as may be requested by the Doctor.

c. The Company may, at any time, provide written notice of Company's intent to terminate the employment agreement without Cause (including due to reorganization or Change of Control) sixty (60) days after delivery of such notice. The Company may not reduce or eliminate Executive's compensation or benefits during the period after notice of termination without Cause is issued by the Company, except in the cases where termination for Cause or due to Death occurs during the notice period, but may reduce Executive's job duties, responsibilities, and issue Executive's title to another individual during the notice period.

d. The Company may terminate Executive for Cause, effective immediately upon written notice, or, if a cure period is provided for the alleged Cause, immediately upon expiration of the relevant cure period without written confirmation to Executive by the Board that cure has been achieved. For "Cause" shall mean:

i. Executive's material breach of this Agreement which, if curable, is not fully cured (in the Company's reasonable determination) within ten (10) days after notice of such breach by the Company;

ii. Executive's failure to adhere to any established, written Company policy (including codes of conduct) which, if curable, is not fully cured (in the Company's reasonable determination) within ten (10) days after notice of such failure by the Company;

iii. Executive's failure or refusal to perform employment duties as directed by the Board or any supervisor of Executive;

iv. Executive's entry into an agreement or business relationship containing terms or obligations that restrict or diminish Executive's ability to perform duties under this Agreement, unless the Board has approved or authorized Executive's agreement to such terms in writing;

v. Executive's commission of a criminal or dishonest act having, or in the Company's reasonable judgment, likely to have, an adverse effect on the Company or its affiliates, whether financial, legal, or reputational;

vi. Executive's illegal use of any controlled or illegal substances during the Term, or a substance abuse problem with regard to which Executive is not entitled to any reasonable accommodation under the Americans with Disabilities Act, as amended; or

vii. Executive's conviction of a felony or the entering of a guilty or *nolo contendere* plea with respect to any felony, or to any misdemeanor crime involving moral turpitude, dishonesty, or fraud.

8. Termination: Payments & Benefits.

a. **For Cause, Death or Voluntary Resignation.** If the Company terminates this Agreement for Cause, or if Executive dies, resigns or voluntarily terminates employment, without Cause or for any reason, then the Company shall pay the Base Salary and any benefits due through the Separation Date only.

b. **Other.** If the Company terminates this Agreement for a reason other than for Cause, or Executive's employment terminates due to Disability, then the Company shall pay Executive the Base Salary through the effective date of termination, plus Severance Pay subject to the terms of this Agreement. "Severance Pay" shall be calculated as a payment equal to two times Executive's Base Salary in effect immediately prior to the date of notice of termination, subject to applicable withholdings.

i. **Conditions to Severance.** Severance Pay is conditioned upon (A) Executive (or in the case of Disability, Executive's personal representative if applicable) signing a release of employment-related claims against the Company and all of its agents, representatives and affiliates, and reaffirmation of restrictive covenants in such form as is reasonably acceptable to the Company, within thirty (30) days of the date such release is presented to Executive (or Executive's personal representative) or such later date as designated by the Company in accordance with applicable law, and (B) the expiration of all legally required revocation periods that could limit any such release. If the period during which Executive may sign and not revoke such release prior to receiving payment spans two calendar years, any applicable payment will be made in the second calendar year regardless of when such release is signed or any revocation period expires. Such payments shall be in lieu of any severance or termination payment that Executive may otherwise be eligible for pursuant to a practice or policy generally applicable to the Company's personnel, if any.

c. **Benefits at Termination.** Executive's accrual of, or participation in plans providing for, fringe benefits will cease upon termination of employment for any reason, and Executive will be entitled to vested benefits pursuant to, and only as provided in, such plans.

9. Change of Control. "Change of Control" shall be deemed to have occurred if:

a. An acquisition by any individual, entity or group of beneficial ownership of 20% or more of either (A) the then-outstanding shares of the Company or the Parent or (B) the

combined voting power of the then-outstanding voting securities of the Company or the Parent entitled to vote generally in the election of directors; or:

b. A change in the composition of the Board of Directors of the Company such that the individuals who constitute the Board of Directors of the Company as of the date of listing of the Parent's shares on the Australian Stock Exchange Limited cease for any reason to constitute at least a majority of the Board of Directors of the Company; or

c. A change in the composition of the Board of Directors of the Parent such that the individuals who constitute the Board of Directors of the Parent as of the date of listing of the Parent's shares on the Australian Stock Exchange Limited cease for any reason to constitute at least a majority of the Board of Directors of the Parent; or

d. The consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially at least 50% of the assets of the Company or the Parent; or

e. The approval by shareholders of a complete liquidation or dissolution of the Company or the Parent.

10. Employment Policies. Executive is subject to all applicable employment and other policies of Company, as published and outlined in Company's employee handbook and elsewhere to employees as such may change from time to time. Executive shall have an obligation to remain aware of policy changes published by Company to its employees and to comply with such policies at all times.

11. Proprietary Rights.

a. Proprietary Information. The Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas, and other proprietary information of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Executive individually or jointly with others during the period of Executive's employment by the Company and relating in any way to the business or contemplated business, research, or development of the Company (regardless of when or where the proprietary information is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "Proprietary Information"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company.

i. For purposes of this Agreement, Proprietary Information includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations,

know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, marketing information, advertising information, and sales information.

ii. Proprietary Information shall not include (or shall cease to include, as applicable) materials or information which:

1. is or shall have been in the possession of Executive prior to disclosure thereof to Executive by Company;
2. is, or through no fault of Executive becomes published or otherwise available to others or the public under circumstances such that such others or the public may utilize the Proprietary Information without any direct or indirect obligation to Company;
3. is, or at any time may be, acquired by Executive from any third party rightfully possessed of the Proprietary Information and having no direct or indirect obligation to Company with respect to same; or
4. is independently invented by a party who has not had access to the Proprietary Information by virtue, directly or indirectly, of Executive's employment with the Company.

b. **Work Made for Hire; Assignment.** The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Proprietary Information consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Executive hereby irrevocably assigns to the Company, for no additional consideration, Executive's entire right, title, and interest in and to all Proprietary Information and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Proprietary Information or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

c. **Assistance and Further Assurances; Power of Attorney.** During and after Executive's employment, Executive agrees to reasonably cooperate with the Company at the Company's expense to (i) apply for, obtain, perfect, and transfer to the Company the Proprietary Information and Intellectual Property Rights in the Proprietary Information in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Executive's behalf in Executive's name and to do all other lawfully permitted acts to transfer the Proprietary Information to the Company and further the

transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by Executive's subsequent incapacity.

d. Moral Rights. To the extent any copyrights are assigned under this Agreement, Executive hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Executive may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Proprietary Information and all Intellectual Property Rights therein.

e. No License. The Executive understands that this Agreement does not, and shall not be construed to, grant Executive any license or right of any nature with respect to any Proprietary Information or Intellectual Property Rights or any materials, software or other tools made available to Executive by the Company.

12. Trade Secrets. Executive agrees and acknowledges that Executive's obligations under this Agreement are separate and distinct from any obligations Executive may have, and any rights Company may have, in connection with Executive's acquisition, disclosure and use of the Company's "trade secrets," which are governed by applicable state or federal law. Executive agrees that the Company's trade secrets shall additionally be subject to the same procedures and protections applicable to "Proprietary Information," as described in this Agreement.

13. Confidentiality. At all times during Executive's employment, as applicable, and after termination, Executive will keep and hold all Proprietary Information in strict confidence and trust. Executive will not use or disclose any Proprietary Information without the prior written consent of the Company in each instance, except as may be necessary to perform Executive's duties as an employee of the Company for the benefit of the Company. Executive understands and agrees that reproduction of or disclosure to any third party of any of the Proprietary Information other than in satisfactory performance of Executive's responsibilities to the Company is absolutely prohibited. Upon termination of Executive's employment with the Company, Executive agrees that Executive shall promptly deliver to the Company all document and materials of any nature pertaining to Executive's work with the Company, including all Proprietary Information, and shall not take with Executive or retain in any form any documents or materials or copies containing any Proprietary Information.

14. Non-Disparagement. During Executive's employment with the Company and thereafter, Executive agrees not to make disparaging statements or negative communications in any forum regarding the Company or its officers, directors, employees, shareholders, members, agents or products. A disparaging statement is any communication which, if publicized or communicated to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product or program quality of the person or entity to which the communication relates. The foregoing shall not be violated by truthful statements in performance of Executive's duties under this Agreement during Executive's employment, in fulfillment of fiduciary duties, or in response to legal process,

required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

15. Return of Company Property. On the date of Executive's termination of employment for any reason (or promptly at any time prior thereto at the Company's request), Executive shall return all property belonging to the Company (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company).

16. Cooperation. Upon the receipt of reasonable notice from the Company (including outside counsel), Executive agrees that while employed by the Company and thereafter, Executive will respond and provide information with regard to matters in which Executive has knowledge as a result of Executive's employment with the Company, and will provide reasonable assistance to the Company and its representatives in defense of all claims that may be made against the Company, and will assist the Company in the prosecution of all claims that may be made by the Company, to the extent that such claims may relate to the period of Executive's employment with the Company. The Executive agrees to promptly inform the Company if Executive becomes aware of any lawsuit involving such claims that may be filed or threatened against the Company. The Executive also agrees to promptly inform the Company (to the extent that Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the Company (or its actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company with respect to such investigation, and shall not do so unless legally required.

17. Survival of Provisions. The obligations contained in Sections 11 - 14 hereof shall survive the termination or expiration of the Employment Term and Executive's employment with the Company and shall be fully enforceable thereafter.

18. Indemnification; D&O Insurance. To the maximum extent permitted by applicable law, the Company will indemnify Executive for and hold Executive harmless from and against any and all losses, costs, damages or expenses (including attorney's fees) arising out of any claim or legal proceeding brought against Executive in connection with services performed by Executive for the Company in accordance with this Agreement. During the Employment Term, the Company shall keep in place a Directors and Officers liability insurance policy that provides comprehensive coverage to Executive to the extent that the Company provides such coverage for other similarly situated employees of the Company. Following the Employment Term, Executive shall be entitled to such coverage to the extent that the Company provides such coverage for any other current and former similarly situated employee of the Company.

19. Attorney's Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party in such litigation proceedings shall be entitled to recover, from the non-prevailing party, the prevailing party's reasonable costs and attorney's fees, in addition to all other legal or equitable remedies to which it may otherwise be entitled.

20. Binding Effect and Assignability. Executive shall not assign or transfer any rights or obligations under this Agreement. Company may assign this Agreement, in part or in whole, to any affiliate or to any person or entity that acquires from Company, or any successor or assign, all or any portion of the operations for which Executive is working or had worked (whether

direct or indirect, by purchase, merger, consolidation, or otherwise). This Agreement is binding upon the Parties and their respective successors and assigns and inures to the benefit of the Parties and their respective successors and permitted assigns, if any.

21. Construction. The Executive acknowledges that, in entering into this Agreement, Executive did not rely and has not relied on any statements or representations not contained in this Agreement. The headings used herein are for convenience only and shall not to be construed in interpreting this Agreement. The Parties have had the opportunity to review this Agreement with the benefit of counsel, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply in the construction or interpretation hereof.

22. Severability. Should any provision of this Agreement be held by a court or arbitrator of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The Parties further agree that any such court or arbitrator is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the Parties as embodied herein to the maximum extent permitted by law. The Parties expressly agree that this Agreement as so modified by the court or arbitrator shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

23. Notices. All notices, requests, claims, demands and other communications between the Parties in connection with this Agreement shall be in writing and shall be deemed to have been received (a) when delivered by hand; (b) on the first business day after being sent by a nationally recognized overnight courier; (c) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid; or (e) on the date sent by e-mail of a PDF attachment, if sent prior to 5:00 p.m. in the recipient's time zone, or on the following business day if sent after such time. Unless hand-delivered, such communications must be sent to the respective Parties at the address set forth beneath their signature below, or at such other address for a Party as may be provided in one of the manners described in this Section 23.

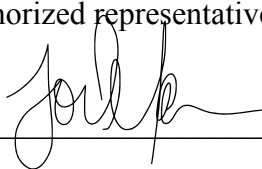
24. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Georgia without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement or an arbitrator's award shall be brought only in any state or federal court located in Atlanta, Georgia. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

25. Protected Rights. Nothing in this Agreement prohibits Executive from reporting to any governmental authority information concerning possible violations of law or regulation. Provided Executive does so consistent with 18 U.S.C. § 1833, Executive may disclose trade secret information to a government official or to an attorney for the purposes of obtaining legal advice or use it in certain court proceedings without fear of prosecution or liability.

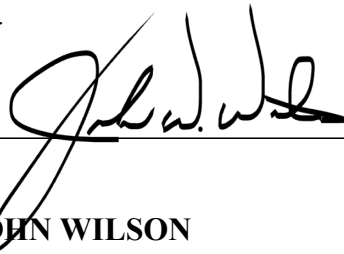
26. Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings with respect thereto, with the exception of any restrictive covenants or intellectual property rights agreements not directly in conflict with this Agreement, which shall control in the event of a conflict. This Agreement may only be modified in writing signed by both Parties, and as to Company only by an Officer of Company, or as described in Section 22 (Severability), above. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party against whom enforcement is sought (and as to Company only by an Officer of Company), and no such waiver in any one or more instances will be deemed or construed either as a further or continuing waiver of any such provision or as a waiver of any other provision of this Agreement.

27. Counterparts; Signatures. This Agreement may be executed in the original or by facsimile or electronic signature and/or in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized representative as of the Effective Date.



GETSWIFT INC.



JOHN WILSON

Title: Managing Director

Address for notice:

1185 Avenue of the Americas, 3rd Floor

New York, NY 10036

Email: joel@getswift.co

Date: February 1, 2018

Address for notice:

2129 Monhegan Way SE

Smyrna, GA 30080

Email: johnwwilson@mac.com

Date: February 1, 2018

EXHIBIT B



Jan 30th, 2017

John Wilson
(sent via email)

Dear John,

This will confirm an offer of joining GetSwift Limited, in the role of board advisor of GetSwift Limited.

Following are the details of your offer:

COMPENSATION

Your director fees will be at the rate of AUD \$2,000 monthly, beginning on the first month of your start date, with the first tranche expected by February 30th, 2017.

Your start date will be used to calculate any service-related benefits, such as the Company's stock & performance option Plan.

You will be granted 300,000 (three hundred thousand) performance shares in the company of the issued performance shares subject to terms and conditions of the Company's share plan approved by the Board, and if performance targets are met. These performance shares will be granted over a period of 3 years as the company meets specific performance milestones.

TERMINATION

In the event that you are involuntarily terminated from your position with GetSwift Limited for any reason other than for Cause during the initial term, we will pay you severance in an amount equal to 1 month's salary during the first 12 months of your engagement or 2 months if your tenure is greater than 12 months or according to Company policy, whichever is greater, at your then current salary, conditioned on your signing the Company's standard Agreement and General Release. Cause includes terminations due to (i) dishonesty, abuse of office (e.g., fraud, misappropriation of Company assets or opportunities), or (ii) willful failure to perform his or her duties (other than due to disability), (iii) violation of Company policy, and/or (iv) conviction of a felony while employed at the Company.

TERM

This offer of engagement is set for a minimum time period of 24 Months, and either you or the Company may terminate the relationship after this initial period at any time with at least 45 days' notice.

CONFIDENTIALITY

- a) The Board Advisor shall not, except as authorised or required by the Board Advisor's duties, reveal to any person or persons or company or companies or any of them any of the trade secrets, secret or confidential operations, processes or dealings or any information concerning the organization, Business, finances, transactions or affairs of the Company or any of its Subsidiaries which may come to the Board Advisor's knowledge during the term of this Agreement and shall keep with complete secrecy all confidential information entrusted to the Board Advisor and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to the Company or its Business or may be likely to do so. Without limiting the generality of this Clause, the Board Advisor must not discuss any matters with any members of the press, any investors or any other parties outside the Company, unless expressly authorised to do so by the Managing Director or Chairman. Any inquiries by any such parties are to be referred promptly to the Managing Director.
- b) The restriction contained in this confidentiality clause shall continue to apply after the termination of this Agreement without limit in point of time but shall cease to apply to information which may come into the public domain.
- c) The Board Advisor must not during the continuance of this Agreement make, otherwise than for the benefit of the Company, any notes or memoranda relating to any matter within the scope of the Business of the Company or concerning any of its dealings or affairs, nor shall the Board Advisor either during the continuance of this Agreement or afterwards use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company.
- d) The parties hereby expressly intend that all notes or memoranda made by the Board Advisor are the property of the Company and shall be left at its registered office or at such other place as the Board may direct upon the termination of the Board Advisor's engagement under this Agreement.
- e) The Board Advisor may also obtain during the course of this Agreement, by reason of services rendered for or offices held in any Subsidiary, knowledge of the trade secrets or other confidential information of any Subsidiary and the Board Advisor hereby agrees that the Board Advisor will at the request of such Subsidiary, and at the cost of the Company, enter into a direct agreement or undertaking with any such Subsidiary whereby the Board Advisor will accept restrictions corresponding with the restrictions contained in this Agreement (or such of them as may be appropriate in the circumstances) in relation to the Products and the Prohibited Area and for the relevant period as such Subsidiary may reasonably require for the protection of its legitimate business interests.

INTELLECTUAL PROPERTY RIGHTS

- a) Any discovery or invention or secret process or improvement in procedure made or discovered by the Board Advisor or any other work product or material created, while in the service of the Company, in connection with or in any way affecting or relating to the Business of the Company or of any of its Subsidiaries or capable of being used or adapted for use in or in connection with the Business shall immediately be disclosed to the Company and shall, together with all intellectual property rights therein, belong to and be the absolute property of the Company

or a Subsidiary as the Board may nominate for that purpose.

b) The Board Advisor, if and whenever required so to do (whether during or after the termination of the Board Advisor's appointment), shall at the expense of the Company or its nominee apply or join in applying for letters patent or other protection in Australia or in any other part of the world for any discovery, invention, process or improvement and will execute all instruments and do all things necessary for vesting the letters patent or other protection, when obtained, and all right, title and interest in the letters patent or similar protection in the Company or its nominee absolutely and as sole legal and beneficial owner or in such other person as the Board may require. The Board Advisor forever and irrevocably waives any and all moral rights that might exist with respect to any matters addressed in this Clause.

c) The Board Advisor hereby irrevocably appoints the Company to be the Board Advisor's lawful attorney in the Board Advisor's name and on the Board Advisor's behalf to do and execute any instrument or thing and generally to use the Board Advisor's name for the purpose of giving to the Company or to any nominee or any third party the full benefit of the provisions of this Clause and a certificate in writing signed by any director or secretary for the time being of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence of the facts stated in such certificate and no third party or nominee shall be required to make any enquiry in relation to such authority.

EXPENSES

The Board Advisor will be reimbursed for all travelling, hotel and other out-of-pocket expenses reasonably incurred by the Board Advisor in or about the discharge of the Board Advisor's duties under this Agreement subject to the Company:

- a) sighting all documentary evidence relating to the expense to be reimbursed; and
- b) authorising in advance the expense(s) to be reimbursed.

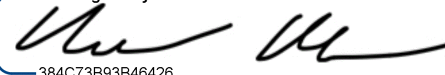
If the foregoing is acceptable, please print and sign two copies and return them to me no later than your start date. I will then provide you with one fully executed copy for your file. We are so glad you are joining us and hope that your experience at GetSwift Limited is a rewarding one. We wish you every success.

Sincerely,

DocuSigned by:

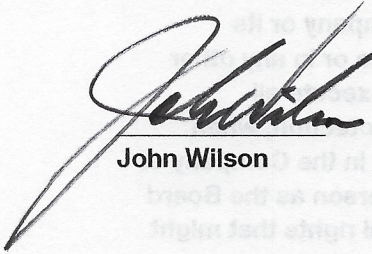
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Joel Macdonald
Managing Director

DocuSigned by:

384C73B93B46426...

Bane Hunter
Executive Chairman

So Agreed:


John Wilson

(c) The Board Advisor hereby irrevocably appoints the Company to be the Board Advisor's
independent attorney in the Board Advisor's name and on the Board Advisor's behalf to do and execute
any instrument or thing and generally to use the Board Advisor's name for the purpose of giving to
the Company or to any nominee or any third party the full benefit of the provisions of this Clause
and a certificate in writing signed by any director or secretary for the time being of the Company
that any instrument or act falls within the authority hereby conferred shall be conclusive evidence
of the facts stated in such certificate and no third party or nominee shall be required to make any
enquiry in relation to such authority.


EXPENSES

The Board Advisor will be reimbursed for all travelling, hotel and other out-of-pocket expenses
reasonably incurred by the Board Advisor in or about the discharge of the Board Advisor's duties
under this Agreement subject to the Company.


- a) signing all documentary evidence relating to the expense to be reimbursed; and
- b) attaching in advance the expense(s) to be reimbursed.

If the foregoing is acceptable, please print and sign two copies and return them to me no later than
your start date. I will then provide you with one fully executed copy for your file. We are so glad you
are joining us and hope that your experience at GetSwift Limited is a rewarding one. We wish you
every success.

Sincerely,



Brian Hunter
Executive Chairman



Joel Macdonald
Managing Director