



Dividend Reinvestment Plan Booklet and Plan Rules

January 2017

This plan is only available to WiseTech Global shareholders who are residents of Australia or New Zealand.

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WiseTech Global Limited Dividend Reinvestment Plan

WiseTech Global Limited (WiseTech) has established a Dividend Reinvestment Plan (DRP) to enable eligible Shareholders to re-invest dividends to acquire additional WiseTech shares.

The WiseTech Board will determine whether the DRP will apply with respect to each dividend at the time it considers the declaration of that dividend. WiseTech will announce whether the DRP will apply with respect to a dividend at the same time as that dividend is announced.

This booklet contains information in relation to the DRP. Please read this booklet carefully. A copy of the Plan Rules of the DRP is included in this booklet, which you should read carefully before deciding whether to participate in the DRP.

Any information provided by WiseTech in this booklet is of a general nature only and does not take into account your personal circumstances. You should consult your own financial or legal adviser if you are unsure about what is the best option for you. You should also seek your own taxation advice before deciding what is best for you.

Frequently Asked Questions (FAQ)

Who can join the plan?

All Australian and New Zealand resident WiseTech shareholders may join. To qualify as a resident shareholder, you must have a registered address in, and be a resident of, Australia or New Zealand at the relevant record date.

Is participation optional?

Yes - the decision is entirely yours.

Can I reinvest just some of my dividends?

Yes - simply tell us how many of your shares you want to participate in the plan subject to the maximum participation level. The balance of your dividend will be paid in cash.

How do I participate?

Read this booklet, go to the Link Investor Centre www.linkmarketservices.com.au Login to your holding and complete the online application form. If necessary, consult your financial adviser before joining.

When will my dividend reinvestment start?

If your application is received before the next record date, your reinvestment starts with that dividend payment.

Is there a maximum participation level?

No. Currently there is no limit on participation. However, the Board may at its discretion impose a limit on participation from time to time.

What if I have more than one WiseTech shareholding?

You'll need to provide separate applications for each shareholding. To make it easier to manage your shareholding, you may want to combine your shareholdings. Please contact the WiseTech Share Registry for details about combining your shareholdings.

Can I change my participation if my needs change?

Yes - simply contact the Share Registry.

What price do I pay for the shares?

Under the plan, shares are allocated at the market price (as defined in clause 5.4 and subject to clause 5.3). There will usually be an amount left over which is always less than the allocation price of one share - this cash balance will be kept for you and, although it doesn't earn interest, it will be added to the next dividend and applied towards the purchase of shares.

What does it cost to participate?

You pay no costs - you won't be charged brokerage or other transaction costs for shares allocated under the plan.

When will I receive a dividend notice?

Shortly after your shares are allocated under the plan, you'll be sent a dividend notice detailing:

- the number of shares you held at the record date for the dividend;
- the amount of the latest dividend;
- the allocation price of the shares; and
- your new total holding (including shares allocated under the plan).

Can I sell my shares when I want?

Yes - you can sell your shares at any time. Remember to tell your stockbroker that you're participating in the plan, particularly if you're selling your shares shortly before the dividend payment date.

What about tax?

Usually, dividends reinvested in shares are treated the same as cash dividends for Australian and New Zealand tax purposes. You should contact your professional tax adviser for more information.

Can the plan be changed or cancelled?

WiseTech can, from time to time, alter, suspend or terminate the plan.

Need help?

Contact the WiseTech Global share registry

Visit: www.linkmarketservices.com.au

Email: registrars@linkmarketservices.com.au

Call: 1300 554 474

Mail: Link Market Services, Level 12, 680 George Street, Sydney South NSW 2000

Dividend Reinvestment Plan Rules

You should read these rules carefully. If you need advice on whether you should participate in the plan, please contact your financial adviser.

1. The Plan

1.1 The Plan and these Rules will commence operation on such date as the Board in its discretion determines.

1.2 Under the Plan, Shareholders may elect to increase their shareholding in WiseTech by reinvesting all or part of their Dividends in additional Shares.

1.3 Participation by Shareholders in the Plan:

- a) is optional
- b) may be varied or withdrawn at any time, and
- c) cannot be transferred.

2. Eligibility and participation

2.1 Subject to clause 2.2, WiseTech will invite all Shareholders to participate in the Plan.

2.2 The Board may determine that a Shareholder:

- a) Whose registered address is in a country or place (other than Australia or New Zealand) where participation in the Plan would or may be unlawful, impractical or impossible, or
- b) Who is not resident in Australia or New Zealand and whose participation in the Plan may be subject to legal requirements applying to his or her country of residence, cannot, or will not be invited to, participate in the Plan.

2.3 A Shareholder may apply to participate in the Plan:

- a) After receiving an invitation to participate in the Plan, and
- b) By making an Application to participate in the Plan to WiseTech's Share Registry properly completed in accordance with the instructions provided by WiseTech and authenticated by any means authorised by the Board from time to time.

2.4 If the Board determines that a Shareholder cannot participate in the Plan for a reason specified in clause 2.2, WiseTech must notify that Shareholder of the rejection of any Application made by that Shareholder under clause 2.3 as soon as practicable after the Application is made.

2.5 A Shareholder is solely responsible for obtaining any government or regulatory approvals and consents necessary for that Shareholder to be eligible to participate in the Plan.

3. Levels of participation

Full participation

3.1 Subject to clause 3.6, a Shareholder may nominate all of the Shareholder's Shares from time to time to participate in the Plan ('Full participant').

3.2 Subject to clause 3.6, if a Shareholder does not specify in the application the number of Shares to be subject to the Plan, the Shareholder is taken to have applied for all of that Shareholder's Shares, to be subject to the Plan.

Limited participation

3.3 Subject to clause 3.6, a Shareholder may nominate a specific number of the Shareholder's Shares (less than that Shareholder's total registered holding) to participate in the Plan ('Limited participant').

3.4 Where Shares are Allocated to a Limited participant under the Plan, the Shares will be added to the Shareholder's Plan shares.

3.5 If a Shareholder is registered as holding fewer Shares than the number of that Shareholder's Plan shares, then the Shareholder will be taken to be a Full participant until the Shareholder's registered holding exceeds the number of Shares nominated as that Shareholder's Plan shares.

3.6 The Board may in its absolute discretion set a limit on the number of Shares which Shareholders may nominate for participation in the Plan.

3.7 WiseTech must record:

- a) the number of Plan shares held by a Participant, and
- b) changes to the number of Plan shares held by a Participant.

3.8 WiseTech's records kept under clause 3.7 are conclusive evidence of the matters recorded.

4. Duration of participation

4.1 Subject to clause 2.4 and clause 11.6, a duly completed Application to participate in the Plan is effective:

- a) From the date the Application is received by WiseTech's Share Registry.
- b) In respect of a Dividend, only if it is received by the Business day following the record date for that Dividend, and
- c) Until:
 - i. The Participant formally varies or terminates participation in the Plan.
 - ii. The termination of the Plan, or
 - iii. The termination of the Participant's participation in the Plan, in accordance with these Rules.

4.2 Each Shareholder who is invited to participate in the Plan will be given a reasonable opportunity to apply to participate in the Plan.

5. Operation of the Plan

5.1 The Board will:

- a) establish and maintain a separate Plan account for each Participant, and
- b) apply Dividends payable on Plan shares, on behalf of the Participants, in paying for Shares Allocated under the Plan.

5.2 Subject to clause 11, for each Dividend payable on Plan shares, the Board will:

- a) Determine the amount of the Dividend payable in respect of each Participant's Plan shares.
- b) Reduce the Dividend payable under paragraph (a) by any amount, including withholding tax, where appropriate, which WiseTech is required to or may deduct for any reason from the Dividend payable to that Participant.
- c) Credit to the Participant's Plan account the amount calculated under paragraph (a) less any amount under paragraph (b).
- d) Determine the number of Shares which can be acquired under the Plan by dividing the amount in the Participant's Plan account by the allocation price per Share calculated under clause 5.3, and rounding down to the nearest whole number.
- e) On behalf and in the name of the Participant:
 - i. Apply for the number of Shares determined under paragraph (d) and debit the Participant's Plan account with the allocation price for those Shares.
 - ii. Cause Shares to be acquired in the market (in such a manner as the Board considers appropriate) for transfer to the Participant and debit the Participant's Plan account with the purchase amount (but not brokerage costs) for those Shares, or
 - iii. A combination of the above to satisfy WiseTech's obligations under these Rules.
- f) Allocate to the Participant the number of Shares determined under paragraph (d), and
- g) Retain, and carry forward (without interest), in the Participant's Plan account any balance of the Dividend payable on the Participant's Plan shares not accounted for under this clause 5.2.

5.3 The price at which each Share is allocated under the Plan (the 'allocation price') will be the market price of a Share for a calculation period, rounded to the nearest one cent, or discounted by an amount if, and to the extent, determined by the Board in its absolute discretion.

5.4 In this Plan:

- a) 'Market price' of a Share means the arithmetic average of the daily volume weighted average price per Share of all Shares sold in a calculation period on the market operated by ASX excluding any transaction defined in the ASX market rules as special crossings, crossings prior to the commencement of normal trading, overnight trades, crossings during the closing phase and the after hours adjust phase, any overseas trades or trades pursuant to the exercise of options over Shares, and excluding other trades the Board considers not to be fairly reflective of natural supply and demand.
- b) 'Calculation period' means a period of not less than five trading days as the Board determines from time to time.

5.5 Notwithstanding clause 5.4, if no Shares have been sold in the calculation period, the allocation price will be the fair market value of Shares as determined by the Board.

5.6 Determinations under clause 5.4 or clause 5.5 may be made by the Board in its absolute discretion and are final and binding on all Participants.

5.7 WiseTech will apply promptly after the issue of new Shares under the Plan for quotation of those Shares on the financial market operated by ASX.

6. Shares allocated under the Plan

6.1 All Shares allocated under the Plan are allocated on the terms disclosed in the Plan and will, from the date of registration, rank equally in every respect with the existing Shares and participate in all Dividends subsequently declared or determined to be payable.

6.2 Shares allocated under the Plan will be registered on the share register on which the Participant already holds Shares or, if the Participant holds Shares on more than one share register, on the share register which the Board in its absolute discretion determines.

6.3 WiseTech must issue either:

- a) a Share certificate, or
- b) a list of Allocations to the Participant's uncertificated account to each Participant for the total number of Shares allocated to that Participant under clause 5.2(f).

7. Plan statements

WiseTech will send to each Participant, as soon as practicable after each Allocation of Shares under the Plan, a plan statement detailing:

- a) The number of Plan shares of the Participant at the relevant record date.
- b) The amount of the Dividend payable on each Plan share.
- c) If applicable, the amount of withholding tax, or other amount which has been deducted, from the Dividend payable on the Participant's Plan shares.
- d) The number of Shares allocated to the Participant under the Plan and the date of Allocation of those Shares.
- e) The allocation price of each Share Allocated to the Participant under the Plan.
- f) The balance of the Dividend payable on the Participant's Plan shares not applied towards additional Shares under the Plan and retained in the Participant's Plan account.
- g) The franked amount (if any) of the Dividend and the imputation tax credit (if any) attaching to the Dividend, and
- h) Subject to any Share transactions in the intervening period, the total number of Plan shares of the Participant after the Dividend.

8. Variation to Participation in the Plan

Subject to clause 4.1, a Participant may at any time increase or decrease the number of that Participant's Shares in the Plan by completing and returning to WiseTech an Application specifying the variation.

9. Termination of participation

9.1 Subject to clause 4.1, a Participant may at any time terminate participation in the Plan by completing and returning to WiseTech an Application indicating the Participant's wish to terminate participation in the Plan.

9.2 Subject to clause 4.1, a Participant is taken to have terminated participation in the Plan:

- a) On receipt by WiseTech of an Application in accordance with clause 9.1.
- b) On registration of a transfer of all of the Participant's Plan shares.

- c) On termination of the Plan by the Board in accordance with clause 11.
- d) On receipt by WiseTech of the notice of death, bankruptcy or liquidation of the Participant, or
- e) On the Participant ceasing to be eligible to participate in the Plan.

9.3 For the purposes of clause 9.2, the death of any one, two or more joint Shareholders does not automatically terminate participation by the remaining Shareholder or joint Shareholders.

9.4 A Share which has ceased to be a Plan share is not prohibited from subsequently becoming a Plan share.

9.5 Upon termination of participation in the Plan for any reason other than the termination of the Plan by WiseTech pursuant to these Rules, any balance in the Participant's Plan account retained and carried forward under clause 5.2(g) will be donated to a charity selected by WiseTech in its absolute discretion.

9.6 Notwithstanding anything else in these Rules, if the Board has calculated the number of Shares for Allocation to a Participant but a transfer is registered in respect of all that Participant's Plan shares before that Participant's allocation is registered under clause 6.2, then, if the Board in its discretion so determines:

- a) That Participant will be deemed to have terminated participation in the Plan in respect of those Plan shares.
- b) The Board will not register that Allocation under clause 6.2, and
- c) Any Dividend otherwise payable in respect of the Shares to which the transfer relates will be paid by WiseTech in accordance with its usual arrangement for the payment of Dividends.

10. Acquisition and sale of Shares by Participants

10.1 Unless advised by the Limited participant to the contrary, if a Limited participant sells or transfers Shares, the Shares sold or transferred will, first, reduce the number of non-Plan shares and, secondly, the number of Plan shares.

10.2 Any further Shares acquired (by whatever means, including Allocation) by a Full participant automatically become Plan shares on being registered in the Participant's name.

11. Modification, suspension and termination of the Plan

11.1 The Board may at any time in its absolute discretion resolve to:

- a) vary the Plan and any agreement relating to the Plan
- b) suspend the operation of the Plan
- c) recommence the operation of the Plan, or
- d) terminate the Plan.

11.2 WiseTech will give each Participant notice (in accordance with clause 16) of any termination, variation, suspension or recommencement of the Plan.

11.3 If the Plan is terminated under clause 11.1, WiseTech will send to each Participant a Plan statement containing the matters specified in clause 7 and direct credit the balance (if any) to the

Shareholder's nominated financial institution account retained in the Participant's Plan account, as shown in the Plan statement. If no direct credit details are held, the balance will be donated to charity.

11.4 If the Board varies these Rules, a Participant continues to participate under the modified Plan unless WiseTech is notified by the Participant to the contrary by an Application.

11.5 Any suspension of the Plan under clause 11.1 will be effective:

- a) on the date determined by the Board and notified to Participants ('suspension date'), and
- b) until such time as the Board resolves either to recommence or terminate the Plan.

11.6 From the suspension date until the suspension ceases to have effect under clause 11.5(b), all Plan shares will automatically cease to be Plan shares.

11.7 If the Board resolves to recommence the operation of the Plan, they may direct that Shares which were recorded as Plan shares immediately prior to the suspension date be reinstated as Plan shares with effect from the date of the recommencement of the Plan.

11.8 WiseTech will give notice to Participants of the conditions of recommencement and any directions made under clause 11.7.

11.9 The accidental omission to give notice of any variation, suspension or termination of the Plan to any Participant or the non-receipt of any notice by any Participant does not invalidate the variation, suspension or termination of the Plan.

11.10 Any variation, suspension, recommencement or termination of the Plan under clause 11.1 will not give rise to any liability on the part of, or right of action against, WiseTech or the Board.

12. Costs to participating Shareholders

No brokerage, commission or other transaction costs and no stamp or other duties are payable by Participants on Shares Allocated under the Plan.

13. Administration and disputes

13.1 The Board has absolute discretion to:

- a) Resolve any dispute concerning the Plan in such manner as they see fit.
- b) Adopt any administrative procedures as they think appropriate, and
- c) Delegate to any one or more persons the exercise of any of their powers or discretions arising under the Plan.

13.2 Any decision of the Board is final and binding on the Participants.

14. Participants bound

Participants are bound by the Rules.

15. Taxation

Neither WiseTech nor the Board, its officers, employees, representatives or agents:

- a) take any responsibility or assume any liability for, or as a consequence of, the taxation liabilities of Participants, or
- b) represent or warrant that a Participant will gain any taxation advantage, or will not incur a taxation liability or disadvantage, as a result of Participation in the Plan.

16. Notices

Any notice required to be given to Participants under the Plan may be given by the Board in any manner it lawfully determines in its discretion, including by an announcement in a newspaper circulated or distributed generally in Australia, on WiseTech's website, to ASX, or by despatched written notice. Notices are effective as of the date specified by the Board in the notice.

17. Plan does not apply

The Plan does not apply in any case where, in accordance with WiseTech's Constitution or otherwise by law, the Board is entitled to retain all or part of a Dividend payable in respect of Shares which a Participant has nominated as participating in the Plan or where WiseTech is entitled to a charge over those Shares or over any Dividend payable in respect of those Shares.

18. Governing law

The Plan and these Rules are governed by the laws of New South Wales.

19. Definitions

In this plan:

'Allocation' means the:

- a) Issue of new shares, or
- b) Transfer of shares to participants as contemplated by clause 5.2(e).

'Application' means a notification by which:

- a) A shareholder may apply to join the plan, or
- b) A participating shareholder may apply to vary the level of, or withdraw from, participation in the plan,

communicated to WiseTech or WiseTech's Share Registry by any means authorised by the Board of WiseTech from time to time, including by written notification, electronic communication or telecommunication, by which the application is effectively notified to WiseTech or WiseTech's Share Registry.

'ASX' means ASX Limited ABN 98 008 624 691.

'Board' means the board of directors of WiseTech

'Business day' means Monday to Friday inclusive, except where ASX declares it is not a business or trading day.

'Dividend' means a cash dividend or the cash component of a dividend payable by WiseTech.

'Full participant' means a participant who participates in the plan in respect of all the shares held by him or her, including:

- a) shares currently held
- b) shares allocated under the plan
- c) bonus shares (if any) subsequently allocated, and
- d) any other shares acquired subsequently.

'Limited participant' means a participant who participates in the plan in respect of some, but not all, of the shares held by him or her.

'Participant' means a shareholder whose application to participate in the plan is effective under clause 4.

'Plan' means the WiseTech Global Limited Dividend Reinvestment Plan and any amendments to the plan.

'Plan shares' means shares which have been nominated by a participant for participation in the plan and are subject to the plan.

'Rules' means the rules set out in this document and any amendments to the rules.

'Share' means a fully paid ordinary share in the capital of WiseTech, and

'Shareholder' means a person or entity registered as the holder of shares.

'WiseTech' means WiseTech Global Limited ABN 41 065 894 724.

20. Interpretation

In this Plan, unless the contrary intention appears:

- a) The singular includes the plural and vice versa.
- b) Other grammatical forms of defined words or expressions have corresponding meanings.
- c) A reference to 'A\$', 'dollar' or '\$' is a reference to Australian currency.
- d) Words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies, and
- e) Headings are for ease of reference only and do not affect the construction of this Plan.

Need help?

Contact the WiseTech Global share registry

Visit: www.linkmarketservices.com.au

Email: registrars@linkmarketservices.com.au

Call: 1300 554 474

Mail: Link Market Services, Level 12, 680 George Street, Sydney South NSW 2000