

NOTIFICATION OF COLLECTIVE BARGAINING

1. PROVIDE DETAILS OF THE NOTIFYING PARTY, INCLUDING:

1.1 Name, address (registered office), telephone number and ACN

Name: KIS Transport Australia Pty Ltd (**the Notifying Party**)
Address: Unit U4, 29 McCotter Street, Acacia Ridge, QLD 4110
Telephone No: 0419 504 525
ACN: 155 179 972

1.2 Contact person's name, telephone number and email address:

Name: Andrew John Taylor
Telephone No: 07 3233 9904
Email address: andrewt@mdl.com.au

1.3 A description of business activities:

What are freight broking services?

The meaning of freight broking services is determined by look at what a freight broker does as a service. A freight broker is an intermediary who connects customers, who wish to send freight, to the best available freight carriers (based on a number of metrics) while managing various other aspects of the supply chain for those customers such as insurance, freight monitoring, warehousing and customer services (**Freight Brokers**).

The freight carrier company is the company that transports the goods. There are numerous freight carriers in the Australian marketplace (Toll, TNT, Carters Transport etc). Some specialise in certain freight lanes across Australia, some specialise in certain Australian states or to overseas companies, others specialise in freight of a certain good (**Freight Carriers**).

Freight Brokers develop contractual arrangements with Freight Carriers depending on the type of service they wish to offer a customer. If a Freight Broker wishes to specialise in ugly freight (awkwardly sized, fragile and valuable goods) they may only contract with Freight Carriers that provide freight transport of those types of goods.

Freight broking services then is the provision of a service by a Freight Broker who joins a customer to a Freight Carrier to transport the customer's goods (**Freight Broking Services**). In the context of this notification, Freight Broking Services are offered to customers via a web platform and Freight Brokers are intermediaries between Freight Carriers and customers.

Freight Broking Services offer a near turnkey solution to customers who need to transport goods. In this respect customers no longer have to deal directly with the Freight Carriers. Instead customers have contracts with a Freight Broking Service and that Freight Broking Service then essentially takes care of the entire freight transport lifecycle for a customer. This assists customers because (this is just a few examples):

- Freight Broking Services have contracts with Freight Carriers under which Freight Carriers offer more competitive pricing for freight transport and this pricing advantage is offered to customers;

- Freight Broking Services will list the pricing of all of their Freight Carriers for the transport of goods to enable customers to choose from;
- customers are able to track and trace with the Freight Broker all of their transported goods using different Freight Carriers from one web portal;
- customers do not have to deal with the Freight Carriers at all. Freight Broking Services are the customer service point and Freight Broking Services generally have service level agreements with Freight Carriers enabling superior customer service.

Freight Brokers (at least the Notifying Parties) do not offer back-haul services to other freight carriers. Freight carriers are not the customer of the Freight Brokers.

Who is FLIP Technologies?

The target of the collective bargaining notification is Flip Technologies Pty Ltd ACN 607 245 956 (**the Target**).

What does the Target do?

The Target (<https://www.flip.com.au/>) offers a web based platform via a Software as a Service (**SaaS**). In the context of this notification this SaaS is licenced to Freight Brokers only. Customers of Freight Brokers are given access to the Platform and have their own effective portal. You can see the nature of that relationship in the draft agreement the subject of this notification which we discuss later.

Freight Brokers effectively provide access to the web based platform whereby customers of the Contracting Parties (**Customers**) manage their freight services via a turnkey online environment, the services of which are described above under 1.3. The Contracting Parties act as the intermediaries between the Customers and the freight suppliers. There is no interaction between Customers and freight suppliers.

Customers select a freight supplier (for example TNT and Toll) offered via the Platform. The choice of freight suppliers is dependent on which freight suppliers the Contracting Parties have a contractual relationship with. The freight suppliers offered to Customers reflects the type of freight forwarding the Contracting Parties agree to supply to the market place) (**the Platform**).

An analogous platform (as much as it can be used as an example) is www.booking.com. This platform scrapes sites for the prices of, for example, hotel bookings. You do not book through the bookings.com platform. Once you choose a price you are redirected to the source of that price offer to book directly with that source. The difference between these two platforms is that the Contracting Parties maintain the relationship with the Customer and are the interface between the Customer and the Freight Carrier (e.g. for complaint handling etc.).

1.4 Email address for service of documents in Australia:

andrewt@mdl.com.au

2. INDICATE WHETHER THE NOTIFIED CONDUCT IS FOR:

2.1 Exclusive Dealing (s47)?

No

2.2 Resale Price Maintenance (s48)?

No

2.3 Collective Bargaining (s93AB)? If the notified conduct is for collective bargaining, does the notified conduct include a collective boycott.

The notified conduct is for collective bargaining only and does not include a collective boycott.

3. PROVIDE DETAILS OF THE NOTIFIED CONDUCT INCLUDING:

3.1 A description of the notified conduct:

Parties led by the Notifying Party wish to negotiate terms and conditions which are generally uniform with the Target to ensure that the collective bargaining group (**the Contracting Parties**) are not unfairly prejudiced by the Target's relative monopoly in the marketplace with respect to its service offering under the Software as a Service arrangement (**SaaS**) to freight brokers generally.

The notified conduct is the collective bargaining by the Contracting Parties to negotiate the terms and conditions of the SaaS with the Target, specifically about the obligations, penalties, and general terms (**the Common Terms**) but excluding pricing itself.

Under the SaaS, pricing is dependent on the size and the number of orders processed by a specific Contracting Party on the Platform, so pricing methodologies will be left to the Contracting Parties to negotiate with the Target.

It is proposed that the Contracting Parties will collectively negotiate with the Target through a representative of KIS Transport and the terms agreed will become Common Terms.

The Common Terms expected to be negotiated in the collective bargaining arrangements include:

- responsibility and management obligations (such as integrity and safety) of Customer personal data (including Privacy Act obligations) particularly as the Target has advised that all Customer data will be stored on third-party cloud services;
- use of Customer personal and corporate data by the Target and/or its related entities (as defined under the *Corporations Act 2001*);
- the inclusion of a dispute resolution mechanism before recourse to litigation;
- rights of suspension by the Target;
- intellectual property warranties with respect to the use of the Platform by the Contracting Parties and the Customers;

- a transition out plan on the termination of the SaaS specifically as it relates to access and delivery of customer data and other information protected by the *Privacy Act 1988*;
- the service level arrangements for support and uptime of the Platform for Customers;
- obligations on the Target with respect maintenance and updates of the Platform;
- the terms on which payment is to be made by the Contracting Parties to the Target;
- the obligations on the Target to supply the services under the SaaS to meet certain volume, specification and quality requirements;
- the consequences for each individual Contracting Party for failure by one or more of them to uphold their obligations under the SaaS;
- the appointment by the Target of an agent and the role and responsibilities of the agent;
- the term of each SaaS and the rights and obligations of each Contracting Party and the Target to extend and/or terminate an individual SaaS; and
- the matters necessary to ensure the Target reliably provides the platform to meet the Contracting Parties requirements.

There is no dispute resolution procedure proposed for disputes which may arise between Contracting Parties throughout the collective bargaining arrangements.

A Contracting Party who is unhappy with the collective bargaining arrangements or the SaaS as negotiated will not be required to enter into the arrangement with the Target.

It is the view of the Notifying Party that the Target has agreed, by way of conduct, to the collective bargaining.

3.2 Any relevant documents detailing the terms of the notified conduct

Prior to this Notification each of the Contracting Parties was a party to an agreement with Open Systems Professionals Pty Ltd ACN 075 243 579 (**OSP**), which is a related entity (as defined under the Corporations Act) of the Target for the provision of a service which, to a greater extent, reflects the Platform (**Prior Agreement**).

The Target (which now owns the Platform) has agreed not to terminate the Prior Agreement and continue to extend its terms, whilst it comes to an agreement about the Common Terms of the SaaS with the Contracting Parties. A redacted copy of the Prior Agreement of the Notifying Party is attached as Annexure 1.

At the time of this Notification the Target had circulated a draft SaaS to the Contracting Parties. A redacted copy of the SaaS is attached as Annexure 2.

3.3 The rationale for the notified conduct

The rationale for the notified conduct is to:

- use a collective bargaining process to address the issues raised in 3.1 with respect to the current draft of the SaaS;
- manage the actual disproportionate bargaining position that has arisen from the Targets relative monopoly over the market; and
- ensure Customers continue to access affordable freight broking services.

The rationale for the notified conduct also arises out of the relationships between the Target and other related entities (see Annexure 3):

- OSP (the party to the Prior Agreement and prior owner of the Platform) is a wholly owned subsidiary of Supply Chain IT Pty Ltd ACN 161 992 221 (**SC**).
- SC is a wholly owned subsidiary of Freight Management Holdings Pty. Ltd. ACN 144 724 532 (**FMH**).
- EFM Logistics Pty Ltd ACN 144 895 607 (**EFM**) is a competitor of the Contracting Parties because it also provides freight broking services (<https://www.efmlogistics.com.au/>).
- EFM is majority owned by FMH.
- EFM Logistics Services Group Pty Ltd ACN 144 724 685 (**EFM Logistics**) is wholly owned FMH.
- Logistics Services Australia Pty Ltd ACN 144 888 666 (**LSA**) operates as a brand under the EFM Logistics Services Group (**EFM LSG**) and provides freight broking services (<http://www.logisticsservices.com.au>).
- LSA is wholly owned by FMH.
- Rocket Logistics Pty Ltd ACN 144 883 545 (**Rocket**) is a third-party logistics partner supporting a range of businesses in various industry sectors throughout Australia.
- Rocket is wholly owned by FMH.
- Ship 2 Anywhere Pty Ltd ACN 144 845 796 (**S2A**) is a competitor of the Contracting Parties because it also provides freight broking services (<https://www.ship2anywhere.com.au/features/>).
- S2A is wholly owned by FMH.
- iDeal Freight Management Pty Ltd ACN 144 895 527 (**iDeal**) operates as a brand under the EFM LSG and provides freight broking services.
- iDeal is wholly owned by LSA.
- Qwiksilver Pty Ltd ACN 144 895 527 (**Qwik**) operates as a brand under the EFM LSG and provides freight broking services.
- Qwik is wholly owned by EFM.

- VIP Logistics Pty Ltd ACN 144 889 850 (**VIP**) operates as a brand under the EFM LSG and provides freight broking services.
- VIP is wholly owned by EFM Logistics.
- FMH is majority owned by Eight Parkside Pty Ltd ACN 122 999 928 (**EP**).
- EP is wholly owned by an individual, Damian Degenhardt (**Degenhardt**).

As such the Target and a number of competitors and companies which are complementary to freight broking (the list above and the details in Annexure 3 are not an exhaustive list of the competitors which comprise or are associated with Degenhardt) (**Associated Parties**) are controlled by Degenhardt.

The Contracting Parties have been negotiating the SaaS with the Target through Degenhardt and Degenhardt's legal representative. Degenhardt has been the conduit for all direct communications concerning the SaaS with the Notifying Party notwithstanding Degenhardt is not a director of the Target.

Further the rationale for the collective bargaining arises out of the relationship between the Target, which holds a relative monopoly in freight broking software services in Australia and its majority common ownership of competitors of the Contracting Parties.

From the Target's perspective, the need to negotiate with individual freight brokers direct is removed allowing a single point of contact for the purposes of negotiating the Common Terms. This consistency in the Common Terms will assist the Target in managing its relationship with the Contracting Parties.

From the Contracting Parties' perspective, negotiations are made easier and more efficient through the use of the Notifying Party. This saves all parties time and money through reduced negotiation. In many cases individual freight brokers are placed at a significant disadvantage in negotiations with the Target due to their limited bargaining power and limited ability to use information available to them due to lack of resources due to their relative size viz the Target and the Associated Parties. The collective bargaining arrangement allows for greater input by Contracting Parties into the SaaS as a group and this is likely to result in more efficient and fair SaaS which ultimately benefits Customers resulting in price competitiveness, protection of Customer personal information and protection of Contracting Parties commercially sensitive information.

One of the major concerns of the Contracting Parties is the integrity and safety of personal information (information which falls under the *Privacy Act 1988*) collected by the Contracting Parties but then subsequently controlled by the Target which is then hosted by a third party. Currently under the proposed SaaS the Target wishes to use a third-party supplier to host the personal information and the Target wishes to use de-identified personal information for its own purposes. Collective bargaining with the Target will ensure a consistent approach to customer's personal information thereby ensuring that all the Contracting Parties meet their obligations to customers under the *Privacy Act 1988*.

In the opinion of the Contracting Parties currently there are no alternative providers of a platform commensurate with the Platform, particularly not platforms designed for freight broking that match the offering provided by the Target. The Contracting Parties maintain that they are significantly dependant on continuing access to the Platform for commercial viability but not on the Common Terms currently offered by the Target. The Contracting Parties have expended money and resources around the way this

particular Platform operates and their business models reflect the specifics of this Platform. This places the Contracting Parties at a significant disadvantage, with little to no bargaining power and makes them takers in terms of what is offered under the SaaS (i.e. freight brokers are required to take what the Target is prepared to offer in terms of Common Terms).

The control enjoyed by FMH allows the Target to create artificial market conditions by increasing the costs of the Platform (as provided under the SaaS) for independent freight brokers such as the Contracting Parties, thereby providing the Associated Parties (including EFM) with a significant competitive advantage in the marketplace.

3.4 Any time period relevant to the notified conduct

The Target has represented that the terms of the Prior Agreement will continue whilst negotiations on the terms of the new SaaS continue. However, at the time of this notification no time period other than concluded Common Terms is relevant to the notified conduct.

4. PROVIDE DOCUMENTS SUBMITTED TO THE NOTIFYING PARTY'S BOARD OR PREPARED BY OR FOR THE NOTIFYING PARTY'S SENIOR MANAGEMENT FOR PURPOSES OF ASSESSING OR MAKING A DECISION IN RELATION TO NOTIFIED CONDUCT AND ANY MINUTES OR RECORDS OF THE DECISION MADE

The Notifying Party is a sole director company. The director of the Notifying Party relies on the information submitted in Annexures 1 to 3 of this Notification.

The Contracting Parties request that Annexures 1 and 2 or parts of Annexures 1 and 2 are to be excluded from the register pursuant to section 89(5) and section 89(5A) of the *Competition and Consumer Act 2010 (Cth)* on the basis that Annexures 1 and 2 or parts of Annexures 1 and 2 contain sensitive negotiations that have not been completed and are the subject of this Notification or in any other case, it is desirable to do so by reason of the confidential nature of the matters contained in the document or part of the document.

5. PROVIDE THE NAMES AND/OR A DESCRIPTION OF THE PERSONS OR CLASSES OF PERSONS WHO MAY BE DIRECTLY IMPACTED BY THE NOTIFIED CONDUCT (INCLUDING TARGETS IN COLLECTIVE BARGAINING OR BOYCOTT CONDUCT) AND DETAIL HOW OR WHY THEY MIGHT BE IMPACTED

As the sole purpose of the notification is authorisation to engage in collective bargaining with the Target to agree to Common Terms, there are no other parties directly impacted by the notified conduct.

The Target in this collective bargaining notification is as follows:

| | |
|----------------|--|
| Name: | Flip Technologies Pty Ltd ACN 607 245 956 |
| Address: | 36 Fennell Street, Port Melbourne VIC 3207 |
| Contact: | Damian Degenhardt |
| Telephone No: | 03 9614 7707 |
| Email address: | Daniel Rathner <drathner@pointonpartners.com.au> |

6. DESCRIBE THE PRODUCTS AND/OR SERVICES SUPPLIED AND THE GEOGRAPHIC AREAS SUPPLIED, BY THE NOTIFYING PARTIES. IDENTIFY ALL PRODUCTS AND SERVICES IN WHICH TWO OR MORE PARTIES TO THE

NOTIFIED CONDUCT OVERLAP (COMPETE WITH EACH OTHER) OR HAVE A VERTICAL RELATIONSHIP (EG SUPPLIER/CUSTOMER)

The Contracting Parties provide freight broking services to Customers. The Platform is supplied to the Contracting Parties via SaaS. Customers are given access to the Platform via the Contracting Parties. The Contracting Parties act as intermediaries to their Customers which allows their customers to access road, rail, air, sea freight services. The Platform integrates freight suppliers and customers of the Contracting Parties. The Platform allows for costings (buy and sell), track and trace, quoting, invoicing and debtor management. There are several internal reporting functions as well. The Contracting Parties remain the interface between the Customers and the freight suppliers. Freight suppliers do not interact with Customers. For instance, complaints are handled by the Contracting Parties.

The only real difference between the Contracting Parties (other than price determined by the relationship with the Target) is the freight service offerings (e.g. sea, land, train etc.) and consequently the freight suppliers they offer (e.g. TNT, Toll or local freighters). Other than that, all Contracting Parties compete with each other.

The Platform is the integral platform of the Contracting Parties ability to provide these intermediary services to Customers and there is no commensurate platform or service offering in the market place. It has been developed over several years by the Target and specially customised for use in the freight brokerage industry.

Because the Platform is web-based all Contracting Parties provide their respective services Australia wide. Geography does not limit the way the Contracting Parties compete.

7. DESCRIBE THE RELEVANT INDUSTRY OR INDUSTRIES. WHERE RELEVANT, DESCRIBE THE SALES PROCESS, THE SUPPLY CHAINS OF ANY PRODUCTS OR SERVICES INVOLVED AND THE MANUFACTURING PROCESS

Refer to no.6 above.

Generally, the process is the cold-calling of prospective customers who might require freight services. Appointments are made for the purposes of securing the customer. This includes demonstrations of the Platform and subsequently setting them up as a customer on the Platform and allowing them to use the Platform for booking freight services.

In terms of supply chain, the Contracting Parties are free to engage on terms satisfactory to each of the Contracting Parties with whichever freight supplier meets their requirements or standards. One Contracting Party may use Toll, TNT and other similar freight suppliers. Another Contracting Party may use specialised freight suppliers because that Contracting Party offers ugly (i.e. very heavy, dangerous, very light, oversized, etc.) or bulk freight services. It depends entirely on the Contracting Parties service offering and overall business model.

8. IN RESPECT OF THE OVERLAPPING PRODUCTS AND/OR SERVICES IDENTIFIED, PROVIDE ESTIMATED MARKET SHARES FOR EACH OF THE PARTIES WHERE READILY AVAILABLE.

To the knowledge of the Notifying Party, there is no industry wide data available. There is no ability to benchmark against peers. As such there is no data available for the Contracting Parties to determine market share.

9. DESCRIBE THE COMPETITIVE CONSTRAINTS ON THE PARTIES TO THE PROPOSED CONDUCT, INCLUDING ANY LIKELY CHANGE TO THOSE CONSTRAINTS SHOULD AUTHORISATION BE GRANTED. YOU SHOULD ADDRESS

9.1 Existing or Potential Competitors

There are a number of existing freight brokers who are not Contracting Parties, including (but not limited to):

- Freightlinks
- John Ryan Freight Services
- Batson Logistics
- Austwide Freight
- Advanced Freight Management

In addition, EFM and the Associated Parties provide freight brokerage services in competition to the Contracting Parties. EFM and the Associated Parties are ultimately controlled by Degenhardt who also ultimately controls the Target.

Issues arise as to the terms (Common Terms) the Target offers to its related companies being one of the reasons for this notification. Further the Target collates sensitive commercial data from the Contracting Parties (including pricing, suppliers and customer demographics and spend) which needs to be protected from the related companies that offer competitive services. The disproportionate bargaining position of the Target means that alone the Contracting Parties may be forced to accept less desirable competitive and protective terms and protective terms when this information enters the control of the Target.

9.2 The likelihood of entry by new competitors

The market for freight brokers is relatively mature insofar as it is a service that has been provided for some time and aggregation and culling has already occurred. Anecdotally freight suppliers (such as TNT and Toll) are unlikely to engage with new or small freight brokers at this juncture, though the proposed collective bargaining may allow new players to emerge.

As there is no overarching industry body collecting industry wide data, declarations in this notification about factual circumstances concerning such things as the number of competitors, the direction of the freight broking services market and other industry related projections are based only on involvement by the Contracting Parties in the industry itself.

9.3 Any countervailing power of customers and/or suppliers

Customers have significant power in determining which freight broker to choose. A large part of that power comes from pricing, service offering and choice of freight suppliers.

Similarly, suppliers of freight services are free to choose with whom they will offer their services through the Platform.

9.4 Any other relevant factors

There are no other relevant factors.

10. DESCRIBE THE BENEFITS TO THE PUBLIC THAT ARE LIKELY TO RESULT FROM THE NOTIFIED CONDUCT. PROVIDE INFORMATION, DATA, DOCUMENTS OR OTHER EVIDENCE RELEVANT TO THE ACCC'S ASSESSMENT OF PUBLIC BENEFITS.

There are a number of public benefits which will, or are likely to result from the notified conduct. Those benefits, and the facts and information which support their existence, are:

- The continued choice of a number of freight brokers from a price and service perspective because existing freight brokers will not be forced out of the market. Stronger negotiations will ensure a competitive market place. If the Contracting Parties are not permitted to engage in collective bargaining it may result in some Contracting Parties exiting the market lessening competition and choice for Customers.
- A sustained opportunity for smaller freight brokers to continue to carve out a market share by providing access to the Platform which does not unfairly prejudice them.
- Reducing the chance that the Target would exclusively deal with related freight brokers by agreeing to terms with the Contracting Parties.
- The provision of an enhanced level of input by the Contracting Parties in contractual negotiations and the potential to negotiate the apportionment of risk more fairly than would be the case if they were to negotiate individually.
- A reduction of the transaction costs which would be incurred if freight brokers were to negotiate with the Target individually.

These public benefits outweigh any public detriment which may arise from the notified conduct.

It would be hoped, though it is entirely outside the control of the Contracting Parties, that any Common Terms negotiated with the Target would be available to all freight brokers in the market place who use the Platform.

11. DESCRIBE ANY DETRIMENTS TO THE PUBLIC THAT ARE LIKELY TO RESULT FROM THE NOTIFIED CONDUCT, INCLUDING THOSE LIKELY TO RESULT FROM ANY LESSENING OF COMPETITION. PROVIDE INFORMATION, DATA, DOCUMENTS OR OTHER EVIDENCE RELEVANT TO THE ACCC'S ASSESSMENT OF THE DETRIMENTS.

The notified conduct will have no detriment to the public. Competition is not lessened because of the collective bargaining.

There is no secondary boycott activity involved in the notified conduct.

12. IDENTIFY AND/OR PROVIDE CONTACT DETAILS (PHONE NUMBER AND EMAIL ADDRESS) FOR LIKELY INTERESTED PARTIES, SUCH AS ACTUAL OR POTENTIAL COMPETITORS, CUSTOMERS AND SUPPLIERS, TRADE OR INDUSTRY ASSOCIATIONS AND REGULATORS

As far as the Contracting Parties are aware, the only interested parties are the

Contracting Parties, the Target and the Associated Parties that provide freight brokerage services (i.e. EFM).

13. PROVIDE ANY OTHER INFORMATION YOU CONSIDER RELEVANT TO THE ACCC'S ASSESSMENT OF THE NOTIFIED CONDUCT

Not applicable.

14. CONFIRM THAT THE NOTIFYING PARTY IS NOT A TRADE UNION, AN OFFICER OF A TRADE UNION OR ACTING AT THE DIRECTION OF A TRADE UNION

The notifying party is not a trade union, an officer of a trade union or acting at the direction of a trade union.

15. PROVIDE DETAILS (NAME, PHONE NUMBER AND EMAIL ADDRESS) OF THE PERSONS WHO ARE CURRENT MEMBERS OF THE GROUP (CONTRACTING PARTIES) ON WHOSE BEHALF THE NOTIFICATION IS LODGED. IF RELEVANT, IDENTIFY THE CLASSES OF PERSONS WHO MAY BECOME CONTRACTING PARTIES IN THE FUTURE AND ON WHOSE BEHALF THE NOTIFICATION IS LODGED

| | | |
|----|-----------------------------|--|
| 1. | Full business name | Hydra Logistics Solutions Australia Pty Ltd |
| 2. | Registered address for mail | 7/16 The Avenue Midland 6056 |
| 3. | Phone number | 1300 040 574 |
| 4. | Email address | chris@hydralogistics.com.au |
| 5. | ABN details | 60 761 573 203 |

| | | |
|----|-----------------------------|--|
| 1. | Full business name | Smarter Freight T/A Freight People |
| 2. | Registered address for mail | Level 1, 6 Station Street, Oakleigh 3166\ |
| 3. | Phone number | 0402058323 |
| 4. | Email address | f.marshall@freightpeople.com.au |
| 5. | ACN details | 609 951 493 |

| | | |
|----|-----------------------------|--|
| 1. | Full business name | EPM Transport & Logistics Pty Ltd |
| 2. | Registered address for mail | Suite 306, 29-31 Lexington Drive, Bella Vista NSW 2153 |
| 3. | Phone number | 0419 607003 |
| 4. | Email address | pdavey64@optusnet.com.au |
| 5. | ABN details | 63 113 308 491 |

| | | |
|----|-----------------------------|---|
| 1. | Full business name | NATIONAL FREIGHT MANAGEMENT PTY LTD |
| 2. | Registered address for mail | P.O. BOX 6034 WANTIRNA VIC 3152 |
| 3. | Phone number | 03 9800 1444 |
| 4. | Email address | info@nationalfreightmanagement.com.au and jeff@nationalfreightmanagement.com.au |
| 5. | ABN details | 77 084 615 136 |

| | | |
|----|-----------------------------|--|
| 1. | Full business name | XNQ LOGISTICS PTY LTD |
| 2. | Registered address for mail | 704-122 WALKER STREET TOWNSVILLE CITY QLD 4810 |
| 3. | Phone number | 0419429608 |
| 4. | Email address | jphillips@xnq.com.au |
| 5. | ABN details | 981 972 832 |

| | |
|--------------------------------|--|
| 1. Full business name | Total Freight Logistic Services Pty Ltd |
| 2. Registered address for mail | PO Box 1459 Geelong 3221 |
| 3. Phone number | 1300 883 489 Ext 105 or 0438 880 666 |
| 4. Email address | andrew@tfls.com.au |
| 5. ABN details | 95 150 851 773 |

| | |
|-----------------------|--|
| 1. Full business name | Transfreight Solutions Australia Pty Limited |
| 2. Address | 5, 16 The Avenue Midland |
| 3. Phone number | 08 6102 6911 |
| 4. Email address | admin@transfreight.com.au |
| 5. ABN details | ABN: 36 144 812 537 |

| | |
|------------------|---|
| 1. Name: | KIS Corporate Pty. Ltd. ACN 617 236 352 |
| 2. Address: | Unit U4, 29 McCotter Street, Acacia Ridge, QLD 4110 |
| 3. Telephone No: | 0419 504 525 |
| 4. ABN: | 86 617 236 352 |

16. CONFIRM EACH CONTRACTING PARTY REASONABLY EXPECTS TO MAKE ONE OR MORE CONTRACTS WITH THE TARGET FOR THE SUPPLY OR ACQUISITION OF THE RELEVANT GOODS OR SERVICES AND THE VALUE OF EACH CONTRACT WILL NOT EXCEED A\$3MILLION (OR ANY OTHER AMOUNT PRESCRIBED BY REGULATION) IN ANY 12 MONTH PERIOD. PROVIDE DETAILS OF THE BASIS FOR THAT EXPECTATION

Each of the Contracting Parties reasonably expects that contractual payments between the Contracting Parties and the Target for the supply of the freight broking under the SaaS will not exceed \$3M in any financial year.

17. IF THE CONTRACTING PARTIES PROPOSE TO ENGAGE IN A COLLECTIVE BOYCOTT WITH RESPECT TO THE TARGETS, PROVIDE DETAILS OF:

17.1 The event's that would trigger a collection boycott

Not applicable.

17.2 The process that would be followed

Not applicable.

17.3 Any proposed notice period to be given to the target/s prior to commencing a collective boycott

Not applicable.

17.4 Any proposed dispute resolution procedure between the contracting parties and the targets

Not applicable.

DECLARATION BY NOTIFYING PARTY

Authorised persons of the notifying party must complete the following declaration.

The undersigned declare that, to the best of their knowledge and belief, the information given in response to questions in this form is true, correct and complete, that complete copies of documents required by this form have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The undersigned are aware of the provisions of Sections 137.1 and 149.1 of the Criminal Code (Cth).



.....
Signature of Authorised Person

SOLICITOR ON BEHALF OF NOTIFYING PARTY

.....
Office Held

ANDREW JOHN TAYLOR

.....
Full Name of Authorised Person

Date: 26 October 2018

Note: if the Notifying Party is a corporation, state the position occupied in the corporation by the person signing. If signed by a solicitor on behalf of the Notifying Party, this fact must be stated