

NOTICE OF FILING

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Details of Filing

Document Lodged:	Reply - Form 34 - Rule 16.33
File Number:	NSD917/2020
File Title:	COMPUMOD INVESTMENTS PTY LIMITED AS TRUSTEE FOR THE COMPUMOD PTY LIMITED STAFF SUPERANNUATION FUND v UNIVERSAL EQUIVALENT TECHNOLOGY LIMITED (FORMERLY A.C.N. 603 323 182 LIMITED AND FORMERLY AXSESSTODAY LIMITED & ANOR
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Dated: 18/02/2022 4:39:42 PM AEDT

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Reply to Defence to Statement of Cross-Claim

No. NSD917 of 2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Compumod Investments Pty Limited as trustee for the Compumod Pty Limited Staff Superannuation Fund

Applicant

Universal Equivalent Technology Limited (formerly A.C.N. 603 323 182 Limited and formerly Axsesstoday Limited) and another named in the schedule

Respondents

PricewaterhouseCoopers Securities Limited

Cross-Claimant

Universal Equivalent Technology Limited (formerly A.C.N. 603 323 182 Limited and formerly Axsesstoday Limited)

Cross-Respondent

Except insofar as they consist of admissions, the Cross-Claimant (**PwCS**) joins issue with the matters pleaded in paragraphs 1 to 7 of the Defence to the Cross-Claim filed on 24 December 2021 by the Cross-Respondent (**Defence to the Cross Claim**) and further pleads as follows:

1. PwCS admits paragraph 8 of the Defence to the Cross-Claim.
2. PwCS admits paragraph 9 of the Defence to the Cross-Claim.
3. PwCS admits paragraph 10 of the Defence to the Cross-Claim.

Filed on behalf of (name & role of party)	PricewaterhouseCoopers Securities Limited, Second Respondent and Cross-Claimant		
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4. In response to paragraph 11 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the Deed of Company Arrangement executed on 3 September 2019 (**DOCA**) binds the Cross-Respondent, its officers and members in accordance with section 444G of the Corporations Act 2001 (Cth) (**Corporations Act**);
 - (b) says that pursuant to section 444D of the Corporations Act, the DOCA binds all creditors of the Cross-Respondent in relation to claims that arose on or before the Appointment Date (as defined in clause 1.1 of the DOCA) in accordance with the terms of the DOCA;
 - (c) says that the Cross-Respondent's Cross-Claim was not a claim arising on or before the Appointment Date;
 - (d) says that the Cross-Claimant's Cross-Claim is not a Claim within the definition in clause 1.1 of the DOCA;
 - (e) says that the Cross-Claimant:
 - i. is not a Creditor within the definition in clause 1.1 of the DOCA;
 - ii. is not a creditor of the Cross-Respondent that is bound by the DOCA under section 444D(1) of the Corporations Act; and
 - iii. is not bound by the DOCA; and
 - (f) otherwise denies paragraph 11 of the Defence to the Cross-Claim.
5. In response to paragraph 12 of the Defence to the Cross-Claim, PwCS:
 - (a) relies on the terms of the DOCA for their full meaning and effect;
 - (b) repeats paragraphs 4(b)-(e) of this Reply; and
 - (c) otherwise admits paragraph 12 of the Defence to the Cross-Claim.
6. In response to paragraph 13 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the DOCA includes clause 11.1 which is in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 13 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;
 - (c) repeats paragraphs 4(b)-(e) of this Reply; and
 - (d) otherwise does not admit paragraph 13 of the Defence to the Cross-Claim.

7. In response to paragraph 14 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the DOCA includes clause 11.3 which is in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 14 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;
 - (c) repeats paragraphs 4(b)-(e) of this Reply; and
 - (d) otherwise does not admit paragraph 14 of the Defence to the Cross-Claim.
8. PwCS admits paragraph 15 of the Defence to the Cross-Claim.
9. In response to paragraph 16 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the DOCA includes clause 21.4(b) which is in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 16 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;
 - (c) repeats paragraphs 4(b)-(e) of this Reply; and
 - (d) otherwise does not admit paragraph 16 of the Defence to the Cross-Claim.
10. In response to paragraph 17 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the DOCA includes clause 12.1 which is in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 17 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;
 - (c) repeats paragraphs 4(b)-(e) of this Reply;
 - (d) says that the terms of any insurance policy held by the Cross-Respondent with respect to an Insured Claim (as defined in cl 1.1 of the DOCA) are not relevant to the extent that the Cross-Claim is not a Claim within the definition in clause 1.1 of the DOCA; and
 - (e) otherwise does not admit paragraph 17 of the Defence to the Cross-Claim.
11. In response to paragraph 18 of the Defence to the Cross-Claim, PwCS:
 - (a) admits that the DOCA includes clause 12.2 which is in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 18 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;

- (c) repeats paragraphs 4(b)-(e) and 10(d) of this Reply; and
 - (d) otherwise does not admit paragraph 18 of the Defence to the Cross-Claim.
12. PwCS does not know and cannot admit paragraph 19 of the Defence to the Cross-Claim.
 13. PwCS does not know and cannot admit paragraph 20 of the Defence to the Cross-Claim.
 14. PwCS does not know and cannot admit paragraph 21 of the Defence to the Cross-Claim.
 15. PwCS does not know and cannot admit paragraph 22 of the Defence to the Cross-Claim.
 16. PwCS does not know and cannot admit paragraph 23 of the Defence to the Cross-Claim.
 17. In response to paragraph 24 of the Defence to the Cross-Claim, PwCS:
 - (a) relies on the terms of the DOCA for their full meaning and effect;
 - (b) repeats paragraphs 4(b)-(e) and 10(d) of this Reply; and
 - (c) denies paragraphs 24(a)-(d) of the Defence to the Cross-Claim;
 - (d) says that the extent of payment available under the 17/18 Policy as described in paragraph 24(e) of the Defence to the Cross-Claim is not relevant to the extent that the Cross-Claim is not a Claim within the definition in clause 1.1 of the DOCA; and
 - (e) otherwise does not know and cannot admit paragraph 24(e) of the Defence to the Cross-Claim.
 18. In response to paragraph 25 of the Defence to the Cross-Claim, PwCS:
 - (a) relies on the terms of the DOCA for their full meaning and effect;
 - (b) repeats paragraphs 4(b)-(e) of this Reply; and
 - (c) denies paragraph 25 of the Defence to the Cross-Claim.
 19. In response to paragraph 26 of the Defence to the Cross-Claim, PwCS:
 - (a) repeats paragraphs 4(b)-(e) of this Reply; and
 - (b) otherwise admits paragraph 26 of the Defence to the Cross-Claim.

20. In response to paragraph 27 of the Defence to the Cross-Claim, PwCS:
- (a) admits that the DOCA includes clauses 12.1(d)(i) and 12.1(d)(ii) which are in the terms (using capitalised terms in the manner they are defined in the DOCA) as set out in paragraph 27 of the Defence to the Cross-Claim;
 - (b) relies on the terms of the DOCA for their full meaning and effect;
 - (c) repeats paragraphs 4(b)-(e) and 10(d) of this Reply; and
 - (d) otherwise does not admit paragraph 27 of the Defence to the Cross-Claim.
21. In response to paragraph 28 of the Defence to the Cross-Claim, PwCS:
- (a) relies on the terms of the DOCA for their full meaning and effect;
 - (b) repeats paragraphs 4(b)-(e) and 10(d) of this Reply; and
 - (c) otherwise admits that Schedule 5 of the DOCA contains those terms as if fully set out in the Defence to the Cross-Claim.
22. In response to paragraph 29 of the Defence to the Cross-Claim, PwCS:
- (a) repeats paragraphs 4(b)-(e) and 10(d) of this Reply;
 - (b) says that PwCS was not obliged to provide the Creditor Indemnity (as defined in the DOCA) to the Cross-Respondent prior to commencing this Cross-Claim; and
 - (c) otherwise admits paragraph 29 of the Defence to the Cross-Claim.
23. In response to paragraph 30 of the Defence to the Cross-Claim, PwCS:
- (a) repeats paragraphs 4(b)-(e), 10(d) and 22(b) of this Reply; and
 - (b) denies paragraph 30 of the Defence to the Cross-Claim.
24. In response to paragraph 31 of the Defence to the Cross-Claim, PwCS:
- (a) repeats paragraphs 4(b)-(e), 10(d), 22(b) and 23 of this Reply; and
 - (b) denies paragraph 31 of the Defence to the Cross-Claim.

Date: 18 February 2022



Signed by Andrew Carter
Lawyer for the Cross-Claimant

This pleading was prepared by Andrew Carter and Gabrielle Piesiewicz

Certificate of lawyer

I, Andrew Carter, certify to the Court that, in relation to the reply filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 18 February 2022



Signed by Andrew Carter

Lawyer for the Cross-Claimant

Schedule

No. NSD917 of 2020

Federal Court of Australia

District Registry: New South Wales

Division: General

Respondents

Second Respondent: **PricewaterhouseCoopers Securities Limited**