

TERMS OF USE

AUTHORISED REPRESENTATIVES



1. INCORPORATION OF TERMS

- 1.1. Use of the Register and myNGR by you is subject to these Terms and our Privacy Policy.
- 1.2. You may only agree to be bound by these Terms if you can enter into a legally binding contract under any applicable law. If you cannot enter into a legally binding contract, you must immediately cease using our services including attempting to access myNGR.
- 1.3. By using the Register and myNGR you accept and agree to be bound by these Terms and acknowledge you have read and understood these Terms.
- 1.4. If you do not accept these Terms, you must not utilise the Register and myNGR.
- 1.5. By accepting these Terms, you:
 - (a) declare you have read these Terms and agree to be bound by them and our Privacy Policy;
 - (b) acknowledge you intend to enter into a legally binding agreement with us;
 - (c) consent to electronically enter into transactions and sign agreements and documents with us.
- 1.6. By registering as an Authorised Representative you are deemed to have accepted and agree to be bound by these Terms and our Privacy Policy.
- 1.7. These Terms form the terms and conditions of the contract between NGR and you. Any terms or conditions put forward by you will not be binding on us unless we specifically agree in writing.
- 1.8. We may update and amend these Terms at any time in our absolute discretion by publishing updated Terms to the Website www.ngr.com.au for example to address operational requirements, legal or regulatory changes or changes to our services, the features or the functionality of myNGR or the Register. We will publish updated Terms to the Website. You will be asked by us to accept the updated Terms but are not obliged to and you may terminate this agreement with us if you do not accept the updated Terms. If you do not accept the updated Terms, you must not utilise myNGR or the Register and we may cease access to myNGR immediately.
- 1.9. You agree the updated Terms will immediately apply from the time you accept them, and as they are

published on the Website www.ngr.com.au and on myNGR.

- 1.10. Your continued use of the Register and myNGR after we publish updated Terms constitutes your acceptance to be bound by them.
- 1.11. You can obtain a current copy of these Terms and our Privacy Policy by accessing the Website www.ngr.com.au or contacting us on 1800 556 630.

2. THE NATIONAL GROWER REGISTER

- 2.1 We have established a Register of Grower Details and User Contact Details known as the National Grower Register and have appointed an Operator to maintain the Register.
- 2.2 For each Grower who is your Authorised User Grower, the Grower's Details and User Contact Details may be accessed by you and your Authorised Representative:
 - (a) only with the Grower's written consent to access their Grower Details; and
 - (b) during the financial year in which you are Listed on the Grower Registration Number of the Grower; and
 - (c) subject to these Terms and the Authorised User Terms, as amended from time to time.
- 2.3 We may provide you Authority for three (3) levels of access to a Grower's Details and User Contact Details on myNGR and the Register, namely for:
 - (a) identification purposes;
 - (b) contact purposes; and
 - (c) payment purposes.
- 2.4 The level of access and these Terms determine:
 - (a) the information you may be able to access on myNGR; and
 - (b) your rights and obligations.
- 2.5 We do not represent or warrant that:
 - (a) access or use of the Register will be uninterrupted or error free;
 - (b) any errors or deficiencies will be rectified or that the Register is free of harmful components such as viruses or malware;
 - (c) the use of the Register by you will be lawful regardless of whether it is permitted under these Terms;

- (d) the Register will exist and be maintained for any period of time.
- 2.6 We may cancel, suspend or de-register a Grower Registration Number or your registration as an Authorised User and refuse access to myNGR or the Register or any part of them, at any time in our sole discretion:
- (a) to protect the integrity of myNGR, the Register, and all Confidential Information;
 - (b) for our operational requirements;
 - (c) to address legal or regulatory change or compliance;
 - (d) to ensure compliance with these Terms and the Authorised User Terms;
 - (e) if we believe, acting reasonably, that you have breached these Terms; or
 - (f) for any other reason that we consider, acting reasonably, compels or requires us to do so.
- We may inform you of that cancellation, suspension or deregistration.
- 2.7 We may appoint a service provider to host the Register from time to time.

3. **MYNGR**

- 3.1 We have created an internet based software application known as myNGR which establishes a unique online portal for you to:
- (a) access and self-administer an Authorised Representatives Account; and
 - (b) subject to clause 2.2 and these Terms, access various sections of myNGR and a Grower's Details and User Contact Details of your Authorised User's Growers.
- 3.2 Subject to these Terms, myNGR allows:
- (a) you to register as an Authorised Representative on myNGR and create an Authorised User Account;
 - (b) you, using a Login Name and Password, to log on and access various sections of myNGR and to access, maintain and self-administer your Authorised User's Account once created and registered.
- 3.3 Once registered, you may be granted access to myNGR via a revocable, non-exclusive and non-transferable licence to access and use myNGR via an Access Method.

- 3.4 We may at any time change or cancel your Access Method to myNGR and issue to you a different Access Method for you to access to myNGR.
- 3.5 We do not represent or warrant that:
- (a) access or use of myNGR will be uninterrupted or error free;
 - (b) any errors or deficiencies will be rectified or that myNGR is free of harmful components such as viruses or malware;
 - (c) the use of myNGR by you will be lawful regardless of whether it is permitted under these Terms;
 - (d) myNGR will exist and be maintained for any period of time.
- 3.6 We may alter, suspend or cease operating myNGR at any time at our discretion and without reason and may change any functionality of myNGR at any time and for any reason including the reasons set out in clause 2.6.
- 3.7 We may appoint a service provider to host myNGR from time to time.

4. **AUTHORISED REPRESENTATIVE**

- 4.1 As an Authorised Representative you may act as a:
- (a) Listing Representative who has responsibility for and who may access, view and download a Grower's Details and User Contact Details;
 - (b) an Administrative Representative who has responsibility for and who may appoint and assign other Authorised Representatives and who maintains the contact details for you and your Authorised Representatives;
 - (c) a Technical Representative who has responsibility for and who must maintain the technical specifications and Advanced Preferences for your use of myNGR and Authorised User Account,
- or a combination of them as approved by us.
- 4.2 You may apply to register as an Authorised Representative with us, with the Authorisation of the Authorised User for whom you act, by completing the registration process specified by and as required by us from time to time.
- 4.3 Upon registration as an Authorised Representative, you:
- (a) will be permitted access to your Authorised User Account once created;

- (b) will be permitted to access, and use during the financial year in which the Authorised User for whom you act is Listed on the Grower Registration Number of your Authorised User's Growers, the Grower's Details and User Contact Details of your Authorised User's Growers;
 - (c) represent and warrant you have Authorisation to act on behalf of an Authorised User for whom you act;
 - (d) acknowledge you are responsible for the creation, self-administration and use of your Authorised User's Account and all information contained within them;
 - (e) may add, delete, modify, or change your Authorised User's Account; and
 - (f) may invite other persons to be Authorised Representatives,
- but only in accordance with our requirements as specified from time to time.
- 4.4 If a person is added as an Authorised Representative to an Authorised User Account, that person must accept these Terms and our Privacy Policy before registering as an Authorised Representative.
- 4.5 A change to your Authorised User's Account may be notified in writing to you.
- 4.6 We may cancel, suspend or withdraw your registration as an Authorised Representative at any time and for any reason upon notice in writing to you including for the reasons set out in clause 2.6.
- 4.7 You agree that:
- (a) if you no longer have Authorisation to access myNGR or to deal with us, or the registration of your Authorised User is cancelled, suspended or withdrawn for any reason you must:
 - i. immediately cease acting as an Authorised Representative;
 - ii. inform us in writing of the cancellation, suspension or withdrawal of your Authorisation to be an Authorised Representative;
 - iii. not attempt to access myNGR or permit a third party who does not have Authorisation to access myNGR or your Authorised User's Account, the Grower's Details or User Contact Details;
 - iv. return all Confidential Information to your Authorised User or to us or as we direct; and
 - v. not continue to use a Grower's Details or User Contact Details received from us and held by you, unless you have received further consent from the Grower or User to do so;
- (b) to access myNGR you must use a valid Login Name, Password and correctly answer your Security Questions and Answers;
 - (c) you will not divulge your Login Name, Password or Security Questions and Answers to any third party;
 - (d) you must ensure you have all Electronic Equipment and facilities necessary to allow you access to myNGR via the Access Method;
 - (e) you are responsible to protect and maintain:
 - i. the currency, integrity and security of myNGR utilised by you; and
 - ii. the Login Name, Password, Security Questions & Answers, encryption keys or any other information relating to the Access Method, authentication or security of myNGR;
 - (f) you will not use myNGR in a way that may violate the rights of any person or breach any law and acknowledge that the submission, transmission or maintenance of any information in violation of any law is prohibited;
 - (g) you must comply with these Terms and our Privacy Policy;
 - (h) on request from us, you must provide to us:
 - i. a certified copy of two (2) Primary Identification Documents;
 - ii. a certified copy of one (1) Primary Identification Document and one (1) Secondary Identification Document; and
 - iii. a copy of any written Authorisation given by you.

5. YOUR UNDERTAKINGS AND WARRANTIES

5.1 You must:

- (a) comply with these Terms and act honestly and in good faith in all of your dealings with us;
- (b) ensure all information provided to us or recorded in your Authorised Representative Account and your Authorised User's Account is accurate, current, true and correct;
- (c) comply with our Privacy Policy, the Privacy Laws and our Rules in respect of the Grower Account, User Contact Details, myNGR and the Register and all information provided to us, even after termination of these Terms and notwithstanding these Terms may be terminated;
- (d) ensure the Grower Details and User Contact Details are stored, used, disclosed and destroyed in a secure manner;
- (e) ensure the Grower Details and User Contact Details are protected against misuse and loss, or unauthorised access, modification or disclosures;
- (f) notify us if you become aware of any breach of your obligations under our Privacy Policy or these Terms and comply with any reasonable direction from us with respect to how you may remedy that breach;
- (g) update your Authorised User Account and Authorised Representative Contact Details as soon as possible once you become aware of any incorrect information recorded on myNGR or the Register;
- (h) advise us as soon as you become aware of any unauthorised transaction with regard to your Authorised User Account or the Authorised Representative Contact Details;
- (i) advise us as soon as practicable after you become aware of any incorrect Authorised Representative Contact Details on myNGR or the Register;
- (j) not attempt to obtain the NGR Card Information or Grower Details or User Contact Details of Growers (for example by touting or trawling for such information) not Listed against your Authorised User's Account or contrary to the Authority to access myNGR granted by us to you;

- (k) not disclose or make the Confidential Information or Grower Details or User Contact Details (with the exception of the NGR Card Information) available to any third party including a Proscribed Person, nor pass those Grower Details or User Contact Details on to another Authorised User of NGR for any purpose other than as allowed by these Terms;
- (l) not use a Grower's Payment Details or Confidential Information for any purpose other than:
 - (i) the payment to the Grower for purchases of Agricultural Product;
 - (ii) invoicing for the provision of services to the Grower;
 - (iii) any mandatory returns to the Australian Taxation Office or other government body in respect of such transactions;
 - (iv) any other purpose authorised by the Grower;
- (m) not use the Grower Details or the User Contact Details outside of the financial year in which the Authorised User for whom you act is Listed on the Grower Registration Number of the Grower.

5.2 You warrant, acknowledge and agree that:

- (a) you have legal capacity to enter into a legally binding contract;
- (b) whilst we endeavour to ensure that all information is accurate, complete, up-to-date and reliable and error free, you acknowledge that this may not always be the case and we do not represent or warrant that this will be the case;
- (c) we do not record any information relating to the sale of Grain or other Agricultural Product and provision of an NGR Card does not guarantee that any payment will be made or outcome guaranteed and should not be relied upon solely for payments or otherwise for the buying and selling of Grain or other Agricultural Product;
- (d) you are solely responsible for ensuring that your Authorised User's Account is utilised only in respect of the Authorised User's Growers on which the Authorised User for whom you act is

- Listed in each financial year, and with the Authority of the Authorised User for whom you have Authority to act;
- (e) if your Login Name and Password are lost or stolen, it is your responsibility to notify us of such occurrence so that your Authorised User's Account can be suspended;
 - (f) we may utilise information provided by you in accordance with the terms of our Privacy Policy;
 - (g) there is a risk that you may not be able to access myNGR or the Register via your Electronic Equipment or Device due to our operational processes and those of our technology and communication partners in respect of computers, computer networks and telecommunications;
 - (h) all information provided to us including information contained in the Application Form, or recorded in your Authorised Representative Account and your Authorised User's Account is accurate, current, true and correct;
 - (i) we may be required to and may suspend, cancel or refuse access to the Register or myNGR and may close or terminate any arrangement as to access to the Register or myNGR at any time and without notice including for the reasons set out in clause 2.6;
 - (j) you are responsible for and indemnify us against the acts and omissions of each who may access the Register or myNGR using your Security Questions and Answers and Login Name and Password, whether with or without your Authorisation;
 - (k) all communications and acceptances, including undertakings and warranties given in these Terms, whether given electronically, in writing or verbally, received by us and ostensibly or actually given on your behalf are deemed to be authorised by you;
 - (l) you agree to do everything reasonably necessary to protect your unique Login Name, Password and Security Questions and Answers;
 - (m) we may send you Confirmation Codes, alerts, and notifications via Electronic Equipment, via post, facsimile, SMS, email, or push notification service instead of SMS and we reserve the right

- to change the way in which we communicate with you;
- (n) for some communications with us, you may be requested to supply your Login Name and Password and to correctly identify and answer your Security Questions and Answers;
- (o) we may refuse to cancel a registration of an Authorised User or refuse to allow you to change your Authorised User's Account and may determine in our absolute discretion to satisfy ourselves that you have Authorisation to access and change your Authorised User's Account. In doing so, we may request from you or any other person, such additional information as we consider reasonably necessary;
- (p) we may refuse, delay or agree to make a cancellation, change or amendment to any information on the Register and myNGR or any part of it at any time and for any reason;
- (q) use myNGR only in strict accordance with our Rules and the policies, procedures and methods specified by us from time to time.

5.3 We have relied upon these representations, warranties and undertakings contained in these Terms in determining whether to allow you to register with us and access myNGR.

6. USE OF INFORMATION

6.1 You authorise and consent to us:

- (a) communicating with you in any way we see fit including by electronic means for the efficient operation of the Register and myNGR;
- (b) releasing, providing and disseminating the Grower Details and User Contact Details to you, and Listings as nominated by you;
- (c) communicating with you relating to products and services provided by us;
- (d) using the information for the purposes specified in the Privacy Policy;
- (e) at any time granting to ourselves the same benefits that you have agreed to grant us and you under these Terms;
- (f) using at any time, and from time to time, your Authorised User Account details for our own operational requirements including the operation of the Register and myNGR; and

- (g) disclosing your Authorised Representative Contact Details to third parties as agreed by you or otherwise as required by law.
- 6.2 The information you provide will be used by us for administrative and operational purposes for the operation of the Register and myNGR or as required by law.
- 6.3 We may utilise your Authorised Representative Account Details to provide you with information via email, post, facsimile, SMS or other electronic means from time to time.
- 6.4 We will retain all documents and information recorded on myNGR for a period of seven (7) years from the date of the document or date of creation of the document on myNGR.
- 6.5 Unless you request us in writing to return your identification documents to you, you consent to us securely destroying your documents and information after a period of seven (7) years from the date of the document or the date of creation of the document.
- 6.6 You may, before this time, request us in writing to return or otherwise destroy your documents and information.

7. ACCURACY, COMPATIBILITY AND SUITABILITY OF INFORMATION

- 7.1 We are reliant on the Grower for the accuracy or currency of the Grower Details and User Contact Details. We do not represent that the Grower Details or User Contact Details as provided to us are accurate or current.
- 7.2 We do not represent that the supply in electronic form of information will be compatible with your information systems. It is your responsibility to satisfy yourself about these matters.
- 7.3 To the maximum extent permitted by law we give no warranty or undertaking and make no representation to you about the suitability of, or fitness of, myNGR or the Register for you other than those warranties, undertakings or representations expressly set out in these Terms.
- 7.4 To the maximum extent permitted by law any other representation, warranty, condition or undertaking is excluded.

8. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

- 8.1 Subject to the other provisions of these Terms, we indemnify you from and against all Claims and Liabilities sustained by you arising out of:
 - (a) our wrongful or negligent act or omission; or
 - (b) a breach by us of the terms or warranties contained in these Terms.
- 8.2 Subject to the other provisions of these Terms, you indemnify us and the Supplier from and against all Claims and Liabilities sustained by us or the Supplier arising out of a breach by you of these Terms.
- 8.3 You agree that neither we nor the Supplier is liable to you for any indirect, special, economic or consequential loss or damage or loss of revenue, potential profits, profits, goodwill, bargain or opportunities incurred or suffered by you whether caused by a breach of these Terms, negligence or otherwise, and whether you are aware or should have been aware of the possibility of such loss or damage.
- 8.4 You acknowledge and agree that our liability and the Supplier's liability is limited to the higher of the following amounts:
 - (a) in the case of services supplied or offered by us or the Supplier, the supply of the services again, or the payment of the cost of having the services supplied again; and
 - (b) in the case of goods supplied or offered by us or the Supplier, the replacement of the goods or the supply of equivalent goods, the repair of such goods, the payment of the cost of replacing the goods or acquiring the equivalent goods, or the payment of the cost of having the goods repaired.
- 8.5 You agree that under no circumstances (including but not limited to any act or omission by us or negligence on our part), will we or the Supplier be liable relating to the misuse of the Register, myNGR or your information by any third party whether directly or indirectly.
- 8.6 You assume the entire risk for any use made of myNGR and the Register and shall indemnify us and the Supplier in relation to your use of myNGR and the Register.
- 8.7 You acknowledge and agree that:
 - (a) myNGR and the Register is provided on a "as is, as available" basis only;
 - (b) neither we nor the Supplier make any representation or warranty that either myNGR

or the Register is correct, accurate, up to date, complete, reliable or not subject to errors or malfunctions of any kind.

- 8.8 You agree to indemnify us and the Supplier against any Claims or Liabilities arising out of your use (including unauthorised use) of or access to the Register or myNGR, or the lawful exercise of our rights pursuant to these Terms.
- 8.9 You agree to indemnify us and the Supplier from and against all Claims and Liabilities suffered or incurred by either us or the Supplier or a Grower or User if the information you provide to us or the Supplier is not accurate or we or the Supplier have been provided with inaccurate information by you or someone else on your behalf.
- 8.10 We or the Supplier will provide upon request a certificate of currency evidencing that we carry professional indemnity insurance of at least \$5,000,000.00 covering negligence on our part.
- 8.11 Nothing in this clause obliges us or the Supplier to commence proceedings or take action against a Grower or User whether in our own right or on your behalf in respect of a breach of warranty by a Grower or User.

9. TERMINATION

- 9.1 We may terminate this agreement on 30 days notice in writing to you including for the reasons set out in clause 2.6.
- 9.2 You may terminate this agreement on 30 days notice in writing to us.
- 9.3 Upon termination of this agreement, your registration is cancelled and you must cease all use of the Register, myNGR and all Confidential Information and return to us or destroy (as we direct in writing) all Confidential Information in your possession or under your control.
- 9.4 Any representations, warranties, undertakings, disclaimers, releases or indemnities capable of surviving termination or which apply upon termination will survive termination of this agreement and be able to be enforced.

10. GENERAL

10.1 Governing Law

These Terms are governed by the law in force in Queensland.

You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any

Court that may hear appeals from any of those Courts, for any proceedings in connection with these Standard Terms and Conditions, and waives any right you might have to claim that those Courts are an inconvenient forum.

10.2 Costs

You will bear your own expenses incurred in connection with:

- (a) the transactions that these Terms contemplate; and
- (b) any amendment to, or any consent, approval, waiver, release or discharge of or under, these Terms.

10.3 Good Faith

You must do anything (including execute any Deed), and must ensure that your employees and agents do anything (including execute any Deed), that may reasonably be required to give full effect to these Terms.

10.4 Waiver

A right may be waived if in writing signed by the parties, and:

- (a) no other conduct of the party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

10.5 Entire Understanding

These Terms contain the entire agreement between the parties about its subject matter. You acknowledge that, except as is expressly stated in these Terms, you have not relied on any representation, warranty, promise or undertaking of any kind by any person on our behalf.

Any right that a party may have under these Terms is in addition to, and does not replace or limit, any other right that the party may have at law or in equity. Nothing in these Terms shall be deemed to be, or shall operate as, a waiver of any of our or the Operator's rights that may have accrued or which may exist prior to the commencement these Terms.

Any provision of these Terms which is unenforceable or partly unenforceable is, where possible, to be severed

to the extent necessary to make these Terms enforceable, unless this would materially change the intended effect of these Terms.

10.6 Consent

Where these Terms contemplate that a party may agree or consent to something (however it is described), the party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; or
- (b) agree or consent subject to conditions, unless these Terms expressly contemplate otherwise.

10.7 Set Off

You may not set off any amount that is or may become owing to you against any amount you owe us under these Terms.

10.8 No Merger

Nothing in these Terms merges with any other judgment or other right or remedy that a party may hold at any time. Upon termination the antecedent rights of the party remain enforceable and will not merge on termination.

10.9 Statutes

Any legislation that adversely affects an obligation of a party, or the exercise by a party of a right or remedy, under or relating to these Terms is excluded to the full extent permitted by law.

10.10 Inconsistency

If these Terms are inconsistent with any other document or agreement between the parties, these Terms prevail to the extent of the inconsistency.

10.11 Change of Law

In the event that a change of law makes the performance by a party under these Terms unlawful, the parties agree to use their best endeavours to re-negotiate the terms of these Terms. If they cannot agree within sixty (60) days of the commencement of the relevant legislation, either party may terminate these Terms without prejudice to each party's accrued rights but otherwise without penalty.

10.12 Force-Majeure

A party will not be liable for any delay in or failure of performance caused by Force Majeure (except that delay in payment of money under these Terms is never excused by Force Majeure). In the event of a Force Majeure that causes delay in performance by more than sixty (60) days, either party may terminate these Terms

without prejudice to each party's accrued rights but otherwise without penalty.

10.13 Power of Attorney

If you act on behalf of a party under a Power of Attorney, you declare and warrant that you:

- (a) have proper authority by that Power of Attorney to perform your obligations under these Terms;
- (b) have not received notice of Revocation of Power of Attorney;
- (c) are not aware of any fact or circumstance that might affect your authority to act as attorney under that Power of Attorney; and
- (d) will provide to us a certified copy of the Power of Attorney upon request.

10.14 Assignment and Delegation

- (a) You may not assign or delegate any of your rights or obligations under these Terms without our written consent;
- (b) Any purported assignment and delegation in the absence of such consent shall be ineffective;
- (c) We may assign or delegate all of our rights and obligations under these Terms, fully or partially, by notice in writing to you;
- (d) We may also disclose the Grower Details and User Contact Details to a third party as part of a sale or transfer of the assets (or part of them) of ours or an Operator, or division of them, or as a result of a change in control of us or one of our Associated Entities or in the preparation for any of these events.
- (e) Any other party to which we or an Operator transfers or sells assets (or part of them) will have the right to continue to use the Grower Details and User Contact Details for operational requirements including the operation of the Register and myNGR.

11. DEFINITIONS

In these Terms, unless the context otherwise requires:

Access Level means the level of authority permitted by us to you on myNGR which may be for Payment Purposes, for Contact Purposes or for Identification/Listing Purposes.

Access Method means the method we make available to you allowing you access to your Authorised

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Representative Account and your Authorised User's Account.

Agricultural Product means products or Commodities derived from viticulture, horticulture, pasturage, apiculture, poultry farming and dairy farming or other operations connected with the cultivation of the soil, the gathering in of crops and the rearing of livestock.

AML/CTF Law means the Anti-Money Laundering and Counter-Terrorism Financing Act and any regulations made pursuant to that Act as amended from time to time.

Applicant means a person who applies to become an Authorised Representative of an Authorised User.

Application Conditions means the terms and conditions stated in the Application Form.

Approved Dealing means a Primary Production related transaction between a Payee and an Authorised User.

Associated Entities has the same meaning as that term is defined in the *Corporations Act 2001*.

Authorised Representative means a person who acts on behalf of an Authorised User and whom the Authorised User lists as having Authority to act for it.

Authorised Representative Account means the Authorised Representative Contact Details, date of birth, Security Questions and Answers, Login Name and Password.

Authorised Representative Contact Details means the name, address (postal, residential and business address), telephone number (including mobile telephone number if an Authorised Representative has a mobile telephone number for business purposes), facsimile number, email address and preferred method of communication of an Authorised Representative of an Authorised User.

Authorised User means:

- (a) a person that holds from time to time a current Password to access certain data on myNGR and the Register and whose authority to access myNGR and the Register has not subsequently been cancelled, suspended or whose access to myNGR and the Register has not been denied for any reason;
- (b) our shareholders (including their successors and assigns).

Authorised User Account means in respect of each Authorised User:

- (a) the name, Australian Business Number, address (including postal address), telephone number, website and allowed domain names of the Authorised User;
- (b) the Access Level of the Authorised User;
- (c) the Authorised Representative Contact Details (under the allowed domain name), role, job title and department of the Authorised Representatives of the Authorised User, but excluding the Security Questions and Answers, Login Name and Password of an Authorised Representative;
- (d) the Grower Registration Number, name and date listed of each Listing of the Authorised User;
- (e) the Downloads of the Authorised User;
- (f) the preferred method of communication and any available electronic contact details for all Authorised Representatives of that Authorised User,

and any other information that we may collect from you and provide to an Authorised User or their Authorised Representatives from time to time.

Authorised User for Contact Purposes means an Authorised User entitled to access only restricted data and who requires access to data on the NGR for the sole purpose of:

- (a) customer or member identification;
- (b) such other purpose as may be agreed in writing by the Authorised User's Growers, customers or clients and the Supplier.

Authorised User for Identification Purposes means an Authorised User who adopts the unique Grower Registration Number as an identifier for the Authorised User's Growers customers and clients.

Authorised User for Payment Purposes means an Authorised User who:

- (a) identifies themselves as a Trader or person who requires access to all of the Grower Details and User Contact Details on myNGR pursuant to these Terms; or
- (b) can satisfy us, in our absolute discretion, that the Authorised User is a genuine Commodity Trader as that term is used in these Terms; and;
- (c) agrees to be bound by these Terms.

Authorised User's Growers means Growers on whom an Authorised User is Listed on the Register and whom

the Authorised User can demonstrate to our reasonable satisfaction have either:

- (a) delivered Agricultural Product to an Authorised User for whom you act, or sold or contracted to sell Agricultural Product to an Authorised User for whom you act; or
- (b) purchased or contracted to purchase Agricultural Product from an Authorised User for whom you act.

Authority or Authorisation means an authorisation, consent, right, certificate, licence, permit or declaration whether in writing or otherwise.

Business Day means a day which is not a Saturday, Sunday or public holiday in Toowoomba, Queensland.

Card Recipient means a person nominated by a Grower or User of a Grower as a recipient of an NGR Card.

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, Liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to this contract.

Commodity includes Grain, Agricultural Product or other article of trade or commerce.

Commodity Trader means a Trader who engages in the business of buying, selling or trading of grain, Agricultural Product or other Commodities.

Confidential Information means all information whether stored or accessible only by electronic means or held in hard copy relating to the Register, myNGR or NGR including the processes, equipment, techniques, Authorised Users, Authorised Representatives and their Contact Details, Agreements, Grower Accounts, User Contact Details and arrangements and agreements with third parties, client information, Grower formulae, concepts or designs, trade secrets, computer programs, software and computer applications, works, inventions, discoveries, facts or data relating to the Register, myNGR or NGR, and including any information which the Authorised User or Authorised Representative becomes aware of by observation, deduction, reasoning, inspection and overhearing and excluding

information you can demonstrate to our satisfaction has been obtained independently of the Supplier, the Register or myNGR.

Confirmation Code means a computer generated random number issued by us to a person who seeks to be an Authorised Representative of an Authorised User to allow online access to myNGR, to facilitate the creation of an Authorised User Account and subsequent registration by them of an Authorised User on myNGR.

Device means a physical device used with Electronic Equipment to access an Authorised User Account.

Downloads for an Authorised User Account means in the respect of the Authorised User's Growers the Grower Details specific to the Authorised User provided in various file types.

Electronic Equipment includes a computer, tablet, electronic device, telephone and mobile phone.

Force Majeure means an act of God, fire, lightning, explosion, flood, subsidence, insurrection, civil disorder, expropriation, government or quasi government restraint, delay in obtaining government or quasi government approvals, industrial disputes and any other cause, whether similar or not, outside the affected party's control.

Grain includes all dry bulk commodities including, without limitation, grain, minerals, woodchips, fertiliser and chemicals.

Grower means a person registered as such on the Register who may be:

- (a) an individual producer of Grain, Agricultural Product or other Commodity;
- (b) a Partnership or other entity associated for the purpose of producing and selling Grain or other Agricultural Product or other Commodity;
- (c) a Trader of Grain which delivers Grain to a bulk grain handling facility or which purchases warehoused Grain;
- (d) any Primary Producer involved in Primary Production;
- (e) any other person who has authority to act for a Grower or who is validly associated with a Grower or a Grower's Account.

Grower Account means the Grower's Details, the Users of a Grower, the User's Contacts Details, and Listings for a Grower, but does not include each User's Login Name and Password.

Grower Details means in respect of each Grower:

- (a) the name and address of the Grower to which the Grower Registration Number will be issued;
- (b) the names and addresses of the persons or trading entities that are Payees in respect of the Grower;
- (c) the User Contact Details for Users in respect of that Grower;
- (d) any available electronic contact details for all Payees;
- (e) the location by State and, in the case of South Australian properties, (hundred), of the main grain or Agricultural Product producing property contributing grain or Agricultural Product to be sold using the NGR Card;
- (f) the percentage split of payments to go to each of the Payees;
- (g) the preferred method of payment (cheque or direct credit);
- (h) the bank BSB, account number and account name of each of the Payees;
- (i) the Australian Business Number of the business or trading entity (if provided);
- (j) the GST status of the Payees;
- (k) the Third party Identifier,

and any other information that we may collect from a Grower or User of a Grower and provide to an Authorised User or their Authorised Representatives from time to time.

Grower Registration Number means a form of identification issued by us to a Grower carrying a unique Register identification number.

GST has the same meaning as in the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999, A New Tax Act System (Goods and Services Administration) Act 1999* and any regulations made pursuant to those Acts as amended from time to time.

Inactive Account means a Grower Account that has had no Listings recorded for 5 consecutive years or has been identified by the Grower as no longer required, or has incorrect taxation details or User Contact Details.

Intellectual Property Rights means all intellectual property rights throughout the world, whether registered, unregistered or unregistrable, in and relating to the Register, myNGR and us including all names, copyright, patents, trademarks, service marks,

trade names, designs, confidential information, trade secrets, know how, data and databases, circuit layout rights, systems, domain names, email addresses, post office box numbers, telephone numbers and facsimile numbers of NGR or myNGR.

KYC Information has the same meaning ascribed to that term under the AML/CTF.

Liability means a debt, liability or Obligation, whether:

- (a) actual, contingent or prospective;
- (b) present or future;
- (c) qualified or unqualified; or
- (d) incurred jointly or severally with any other person.

Listings mean all Authorised User links to a Grower within myNGR or the Register including changes to those Listings. A Listing is linked to an Authorised User if the Authorised User has nominated a Grower as an Authorised User's Grower. An Authorised User is Listed on or against a Grower if the Authorised User has nominated a Grower as an Authorised User's Grower and the Authorised User link to the Grower within myNGR or the Register is current.

Login Name means:

- (a) the unique name selected by an Authorised Representative; and
- (b) which name when correctly entered by an Authorised Representative in combination with a Password, allows the Authorised Representative access to an Authorised User Account.

myNGR means the internet based software application established by us for use by you, located at www.ngr.com.au and which contains the Authorised Representative Account, Authorised User Account, an Authorised User's Grower Details and which forms part of the Register.

NGR means National Grower Register Pty Ltd.

NGR Card means the delivery card issued by us to a Grower or Trader carrying a unique Grower Registration Number.

NGR Card Information means the location, card face, Grower Registration Number, Payee or Payees attached to that NGR Card and the percentage split between the Payees attached to that NGR Card (if there are more than one).

Obligation means any obligation, commitment, liability, covenant, undertaking or duty whether arising by

operation of law, in equity or by statute and whether expressed or implied.

Operator means any person or entity we appoint in writing from time to time to operate the Register and myNGR.

Password means the password an Authorised Representative nominates, in accordance with our requirements for the nomination of passwords, for use with an Authorised User Account when an Authorised Representative seeks access to an Authorised User's Account on myNGR, or when making telephone enquiries with us which we tell you can only be made with a valid password.

Payee in respect of an NGR Card or Grower Registration Number means a person that is registered by a User on myNGR as having a financial interest in any Agricultural Product delivered or sold under an Approved Dealing in respect of that NGR Card or Grower Registration Number.

Payee Identification Number means a form of identification issued by us to a Payee carrying a unique identification number for that Payee on myNGR and the Register.

Payment Details means those parts of the Grower Account that relate to a Grower's bank account and tax status.

Primary Identification Documents means:

- Passport – Australian (can either be current or expired within the last 2 years but must not be cancelled, defaced or mutilated);
- Full Australian birth certificate (or extract) (issued by State/Territory Registry of Births, Deaths and Marriages);
- Australian Licence* - can either be a driver's licence, learner's permit, boat licence or taxi licence;
- Citizenship certificate – Australian;
- 18+ Proof of age card issued by a State or Territory (includes NSW RTA Photo card)*.

* must contain photograph and signature and date of birth

Primary Producer means a person, including a Grower, engaged in Primary Production.

Primary Production means the:

- (a) growing, producing or extracting of natural resources, Agricultural Products or other Commodity;

- (b) the supply, sale and delivery of natural resources, Agricultural Products or other Commodity.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Grower Details and User Contact Details.

Privacy Policy means the privacy policy and procedures implemented by us for the collection, storage, use, disclosure and granting of access rights to the Grower Details and User Contact Details.

Proof of Identity Information means the Primary Identification Documents, the Secondary Identification Documents and correct answers to your Security Questions and Answers.

Proscribed Person means:

- (a) A person who is unable to access the Authorised User's Account, Grower's Details or User Contact Details as they do not have a Login Name and Password;
- (b) A person who is unable to answer, upon request, Security Questions and Answers;
- (c) A person who no longer has Authority to access a Authorised User's Account on the myNGR;
- (d) A person we reasonably suspect or who appears to us to be acting in breach of these Terms or our Privacy Policy or the Privacy Laws;
- (e) A person who is not an Authorised Representative.

Register means the database of Grower Registration Numbers and corresponding Grower Details and User Contact Details maintained by us.

Rules means the rules from time to time formulated by the Supplier as to the operation of, access to and use of myNGR and/or the Register.

Secondary Identification Documents means:

- Marriage certificate – Australian (issued by State/Territory Registry of Births, Deaths and Marriages);
- Security guard's licence* or Shooter's/Firearms licence;
- Birth card issued by an Australian State/Territory Registrar of Births, Deaths and Marriages*
- Health care card – Centrelink/Department of Veterans' Affairs;

- Identification card issued to a student at an Australian higher education institution (i.e. TAFE or University)*;
- Medicare card/Centrelink Pension or Veterans' Affairs Pension Card;
- Working with Children check card (Blue Card) – (QLD, VIC, WA)*;
- Public Service employee ID card;
- Australian Taxation Office (ATO) notice issued within the last 12 months and includes the customer's name and residential address;
- A financial benefits notice issued by the Commonwealth or a State/Territory within the last 12 months and includes the customer's name and residential address (e.g. a notice from Centrelink).

* *must contain photograph and signature*

Security Questions and Answers means the pre-arranged security questions that may be asked by us when a person wishes to register as an Authorised Representative or access an Authorised User Account on myNGR or if you wish to perform certain functions on myNGR. The correct answers must be provided or the function cannot be performed or that function used, including access to an Authorised Representative Account, Authorised User Account, Grower Details or User Contact Details.

Supplier means National Grower Register Pty Ltd or such other entity as National Grower Register Pty Ltd may appoint from time to time and includes its' Operator, Associated Entities, directors, officers, affiliates, employees, agents, contractors, successors and assigns.

Terms means these terms including any schedules or annexures and all amendments to them from time to time.

Third Party Identifier means a unique form of identification utilised by a third party to identify a Grower, usually by number.

Trader means a person who engages in the business of buying, selling or trading Grain, Agricultural Product or other Commodity.

User means a person who has Authorisation to act for an Authorised User and who is registered as a User of an Authorised User on myNGR.

User Contact Details in respect of a Grower means the name, address (postal, residential and business

address), telephone number (including mobile telephone number), facsimile number, email address and preferred method of communication of a User of a Grower.

Website means www.ngr.com.au or such other website developed and assigned by us.

12. **INTERPRETATION**

- 12.1 A reference to "you" and "your" is reference to an Applicant and once registered, an Authorised Representative.
- 12.2 A reference to "We" "us" "our" and "NGR" is a reference to National Grower Register Pty Ltd.
- 12.3 The word "person" includes an individual, a corporation, a partnership, trust or other entity whether incorporated or not.
- 12.4 A reference to a clause, sub-clause, schedule or attachment is, unless the context requires otherwise, a reference to a clause, sub-clause, schedule or attachment to these Terms.
- 12.5 Unless the context requires otherwise, the singular will include the plural and vice versa and any word or expression defined in the singular will have a corresponding meaning if used in the plural and vice versa.
- 12.6 If a word or phrase is defined, a matching word or phrase containing another part of speech has a corresponding meaning, whether or not the word or words in the matching word or phrase commence with a capital letter.
- 12.7 Headings to these Terms are for ease of reference only and will not in any way affect the construction or interpretation of these Terms.
- 12.8 References to currency are references to Australian dollars.
- 12.9 A reference to these Terms is a reference to these Terms as it may be amended from time to time.
- 12.10 The words "in writing" includes any communication sent by letter, facsimile transmission, email or SMS or any other form of communication capable of being read by the recipient.
- 12.11 A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
- 12.12 These Terms are binding on your executors, administrators and permitted assigns.