

AUTHORISED USER TERMS

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:
- declare you have read these Terms and agree to be bound by them and our Privacy Policy;
 - acknowledge you intend to enter into a legally binding agreement with us;
 - consent to electronically enter into transactions and sign agreements and documents with us.
- 1.6 These Terms become binding on you:
- once you or an Authorised Representative who has Authority to act for you accepts these Terms, the Terms of Use – Authorised Representatives and Privacy Policy on myNGR or otherwise notifies us in writing that you accept these Terms and our Privacy Policy and in this regard, by registering as an Authorised User you are deemed to have accepted and agree to be bound by these Terms and our Privacy Policy; and
 - if these Terms are amended by us, when you accept the amended Terms.
- 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 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:
- only with the Grower's consent to access their Grower Details; and
 - during the financial year in which you are Listed on the Grower Registration Number of the Grower; and
 - subject to these Terms and the Terms of Use – Authorised Representatives, as amended from time to time.
- 2.3 We may provide you and your Authorised Representatives Authority for three (3) levels of access to a Grower's Details and User Contact Details on myNGR, namely for:
- identification purposes;
 - contact purposes; and
 - payment purposes.
- 2.4 The level of access and these Terms determine:
- the information you and your Authorised Representatives may be able to access on myNGR;
 - the Usage Fees payable by you to us for access to myNGR and the Register; and
 - your rights and obligations.

- 2.5 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.

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 Terms of Use – Authorised;
- (e) if we believe, acting reasonably, that you or your Authorised Representative has 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 alter, suspend or cease operating the Register at any time at our discretion and may change any functionality of the Register at any time and for any reason, including for the reasons set out in clause 2.6.

2.8 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 User 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 an Authorised User’s Growers.

3.2 Subject to these Terms, myNGR allows:

- (a) you to register as an Authorised User on myNGR and create an Authorised User Account;
- (b) an Authorised Representative of an Authorised User to create an Authorised User Account within myNGR to allow you and your Authorised Representatives access to your Authorised User Account, a Grower’s Details and User Contact Details;
- (c) an Authorised Representative, 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 Account once created and registered.

3.3 Once registered, you and your Authorised Representatives 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.

3.7 We may appoint a service provider to host myNGR from time to time.

4. AUTHORISED USERS

4.1 An Existing Authorised User and their Authorised Representatives will be registered as an Authorised User and Authorised Representative (respectively) of myNGR. For these purpose an Existing Authorised User

- is an Authorised User registered with NGR as at 6 June 2016.
- 4.2 A person may apply to become an Authorised User of NGR by:
- (a) completing and submitting the Application Form and providing us with all necessary information required by us pursuant to the Application Form, the Application Conditions and these Terms; and
 - (b) paying the Joining Fee and if applicable, the annual Administration Fee.
- 4.3 By completing and submitting the Application Form and paying the relevant Joining Fee and if applicable Administration Fee, you:
- (a) request access to myNGR and the Register for you and your Authorised Representatives;
 - (b) nominate the level of access to myNGR you require;
 - (c) nominate:
 - (i) a Listing Representative(s);
 - (ii) an Administrative Representative(s);
 - (iii) a Technical Representative(s),
 to perform the functions as referred to in the Application Form and these Terms;
 - (d) appoint and authorise the Authorised Representatives to act on its behalf;
 - (e) agree to provide us with all “KYC Information” in accordance with the AML/CTF or as we may require from time to time;
 - (f) agree to provide us with:
 - (i) certified front and back copies of 2 Primary Identification Documents of your Administrative Representatives certified by an acceptable referee (Justice of the Peace, Commissioner for Declarations, solicitor or Notary Public); or
 - (ii) certified front and back copies of 1 Primary Identification Document and 1 Secondary Identification Document of your Administrative Representatives certified by an acceptable referee (Justice of the Peace, Commissioner for Declarations, solicitor or Notary Public); and
- (iii) a front and back copy of a Primary Identification Document of your Listings Representatives and Technical Representatives certified as true and correct by the Administrative Representative,
- or procure your Authorised Representatives to provide us with the requisite Authorised Representative’s Primary and Secondary Identification Documents;
- (g) shall, if requested by us, confirm in writing the Authority of the Authorised Representatives to act on your behalf; and
 - (h) authorise and consent to us:
 - (i) communicating with your Authorised Representatives in any way we see fit including by electronic means in accordance with these Terms and for the efficient operation of myNGR and the Register;
 - (ii) undertaking a background and financial check on each Applicant;
 - (iii) using all information provided by you or on your behalf (including by an Authorised Representative) to:
 - A. market to you and your Authorised Representatives;
 - B. share the information with other organisations as is required, permitted or allowed by these Terms, our Privacy Policy or by law;
 - C. publicise the fact that you are an Authorised User of NGR;
 - (i) shall disclose to us your Associated Entities or Subsidiaries.
- 4.4 We are not obliged to accept the level of access nominated by an Applicant in the Application Form. We may at our discretion grant you the level of access we believe is appropriate for you.
- 4.5 We may accept or reject an Application in our sole discretion.
- 4.6 If an application is approved by us, and you pay the Joining Fee (or as the case may be, Rejoining Fee) and any Administration Fee (if applicable), we will:
- (a) advise you in writing of the level of access to myNGR and the Register granted by us;

- (b) issue you and each of your Authorised Representatives with a Password; and
 - (c) provide you and each of your Authorised Representatives with access to myNGR in accordance with:
 - (i) the level of access authorised by us to you;
 - (ii) the Application Conditions, our Privacy Policy and these Terms as may be amended by us from time to time.
- 4.7 An Authorised User for Identification Purposes:
- (a) will be entitled, subject to these Terms and the Rules, to adopt a unique Grower Registration Number as an identifier for the Authorised User's Growers, customers and clients during the financial year in which the Authorised User for Identification Purposes is Listed on the Grower Registration Number of the Grower;
 - (b) will not:
 - (i) be entitled to access or receive any other data, Grower Details or User Contact Details on myNGR or the Register;
 - (ii) divulge or disclose the unique Grower Registration Number to any third party (including an Associated Entity or Subsidiary whether disclosed or not) for any reason, except as required by law or with our prior consent in writing.
- 4.8 An Authorised User for Contact Purposes:
- (a) will be entitled, subject to these Terms and the Rules, to access limited data fields:
 - (i) as determined by us and published from time to time; and
 - (ii) matched to the Grower Registration Number of the Authorised User's Growers, customers and clients during the financial year in which the Authorised User for Contact Purposes is Listed on the Grower Registration Number of the Grower;
 - (b) acknowledges that access to the limited data fields is for the sole purpose of Grower identification or such other purpose as may be agreed in writing by the Authorised User's Growers, customers or clients and by us;
- (c) will not be entitled to access or receive any other data, Grower Details or User Contact Details on the Register or myNGR, except as provided in these Terms or otherwise allowed with our prior consent in writing;
 - (d) will not divulge or disclose any Confidential Information or Grower Details (with the exception of the information on the face of the NGR Card and telephone number of the Primary User of the Primary Payee) to any third party including:
 - (i) an Associated Entity or Subsidiary of the Authorised User, whether disclosed or not;
 - (ii) an entity that has:
 - A. a different ABN to that of the Authorised User; or
 - B. a different trading name to that of the Authorised User; or
 - C. different trading names under the same ABN as the Authorised User; or
 - D. in the case of a company, a different Australian Company Number to that of the Authorised User,
 for any reason, except as required by law or with our prior consent in writing;
 - (e) will not use a Grower's Details outside of the financial year in which the Authorised User for Contact Purposes is Listed on the Grower Registration Number of the Grower.
- 4.9 An Authorised User for Payment Purposes:
- (a) will be entitled, subject to these Terms and the Rules, to:
 - (i) access the Grower Details matched to a Grower Registration Number of the Authorised User's Growers during the financial year in which the Authorised User for Payment Purposes is Listed on the Grower Registration Number of the Grower;
 - (ii) an automatic update in electronic form of the Grower Details of any of your unique Listings and any changes to the Grower Details or User Contact

- Details of any of your unique Listings already registered to you;
- (iii) request a Download of the Grower Details and User Contact Details in electronic form to your database of any Grower Registration Number listed on you;
 - (iv) allow any disclosed Associated Entity or Subsidiary who we reasonably consider requires the Grower Details or User Contact Details of their Authorised User Grower's, for their own operational requirements.
- 4.10 We may agree or refuse to register you as an Authorised User on myNGR or the Register without assigning any reason therefor.
- 4.11 We may cancel, suspend or de-register a Grower's Registration Number or your registration as an Authorised User and refuse you access to myNGR or the Register or any part of them at any time in our sole discretion including for the reasons set out in clause 2.6.
- 4.12 The period of suspension is at our discretion.
- 4.13 The suspension of your registration as an Authorised User ceases at 9.00am on the Business Day following the date we notify you that the suspension has ceased.
- 4.14 There is no limit to how many times we can suspend your registration.
- 4.15 You may cease registration as an Authorised User by requesting, in writing, us to deregister your Authorised User Account.
- 4.16 Your registration as an Authorised User may also be cancelled if your Authorised User Account becomes an Inactive Account.
- 4.17 Upon cancellation, suspension or deregistration of your registration as an Authorised User, you and your Authorised Representatives:
- (a) must not access or attempt to access your Authorised User Account on myNGR or the Register;
 - (b) must not access or attempt to access a Grower's Details or User Contact Details on myNGR or the Register;
 - (c) must not disclose or allow access to myNGR or a Grower's Details or User Contact Details by any third person using an Authorised Representative Login Name and Password or otherwise and whether authorised by you or not;
 - (d) will cease to be an Authorised User and your Authorised Representatives will cease to be Authorised Representatives respectively;
 - (e) must not continue to use Grower Details or User Contact Details received from us and held by you, unless you have received further consent from the Grower to do so.
- 4.18 We may cancel your Authority to access myNGR and the Register, and deny access to myNGR and the Register by you and your Authorised Representatives:
- (a) at your request in writing;
 - (b) if you or your Authorised Representatives are unable to quote the Security Question and Answers or Login Name and Password;
 - (c) if you or your Authorised Representatives are unable to quote the NGR Card Number for the Grower Details requested;
 - (d) if you or your Authorised Representatives endeavour to access or access myNGR contrary to the level of access authorised by us;
 - (e) if you or your Authorised Representatives fail to comply with your obligations under these Terms or our Privacy Policy;
 - (f) if you notify us in writing that an Authorised Representative no longer has Authority to act on your behalf or you fail to confirm to us the Authority of the Authorised Representative to act on your behalf;
 - (g) If you or your Authorised Representative use a Grower's Details or User Contact Details outside of the financial year in which you are Listed on the Grower Registration Number of the Grower; or
 - (h) for any of the reasons set out in clause 2.6.
- 4.19 Notwithstanding cancellation, suspension or denial of access to myNGR or the Register, you will be indebted to us for the payment of the Usage Fees until the time of cancellation, suspension or denial of access to myNGR or the Register and you consent to us removing or otherwise deleting all Listings from your Authorised User Account.

5. **AUTHORISED REPRESENTATIVE**

5.1 You may appoint a person to act for you as your Authorised Representative.

5.2 An Authorised Representative may act for you 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 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.

5.3 A person may apply to register as an Authorised Representative with us, with your Authorisation, by:

- (a) obtaining a Confirmation Code from us and logging on to the website www.ngr.com.au and at the myNGR Login tab, enter a valid Confirmation Code issued to them by us;
- (b) confirming in writing their acceptance of these Terms and our Privacy Policy;
- (c) completing the Authorised Representative registration process as required by us from time to time;
- (d) doing everything we ask of them including providing any Proof of Identity Information we need to establish their identity and to otherwise comply with any laws.

5.4 Upon registration as your Authorised Representative, the Authorised Representative:

- (a) will be permitted access to your Authorised User Account once created, a Grower's Details and User Contact Details of your Authorised User's Growers;
- (b) represents and warrants they have Authorisation to act on your behalf;
- (c) acknowledges they are responsible for the creation, self-administration and use of your Authorised User Account and all information contained within them;

(d) may add, delete, modify, change your Authorised User Account; and

(e) may invite other persons to be Authorised Representatives for you,

but only in accordance with our requirements as specified from time to time.

5.5 If a person is added as an Authorised Representative to your Authorised User Account, that person must accept the Terms of Use – Authorised Representatives, and our Privacy Policy before registering as an Authorised Representative.

5.6 A change to your Authorised User Account may be notified in writing to you.

5.7 We may cancel, suspend or withdraw the registration of an Authorised Representative at any time and for any reason, including for the reasons set out in clause 2.6.

5.8 Each Authorised Representative agrees that:

(a) if the Authorised Representative no longer has Authorisation to access myNGR or to deal with us, or your registration as an Authorised User is cancelled, suspended or withdrawn for any reason they must:

(i) immediately cease acting as an Authorised Representative;

(ii) inform us in writing of the cancellation, suspension or withdrawal of your Authorisation to 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 Account, the Grower's Details or User Contact Details;

(iv) must return all Confidential Information to you or to us or as we direct;

(b) to access myNGR the Authorised Representative must use a valid Login Name, Password and correctly answer their Security Questions & Answers;

(c) they will not divulge their Login Name, Password or Security Questions & Answers to any third party;

(d) they must ensure they have all Electronic Equipment and facilities necessary to allow them access to myNGR via the Access Method;

- (e) they 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) they 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) they must comply with these Terms and our Privacy Policy;
- (h) on request from us, they 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;
- (i) not use the Grower Details or User Contact Details of a Grower outside of the financial year the Authorised User that you represent Listed on the Grower Registration Number of the Grower.

6. OUR UNDERTAKINGS AND WARRANTIES

6.1 We will, subject to these Terms:

- (a) issue an NGR Card to each Grower that:
 - (i) delivers, sells Agricultural Product to, or purchases Agricultural Product from, (or contracts to deliver, sell Agricultural Product to, or purchase Agricultural Product from) you; or
 - (ii) undertakes an Approved Dealing with you; and
 - (iii) is willing to register his or her Grower Details and User Contact Details with myNGR;
- (b) collect the Grower Details and User Contact Details from the Grower before issuing the NGR Card by means of the Grower Registration

- (c) Process and obtain from the Grower the Authority to release for each financial year on which you are Listed on the Grower Registration Number of the Grower, the Grower Details and User Contact Details to you and your Authorised Representatives according to the authority to access myNGR granted by us to you;
- (c) require the Grower and their Users to agree that you may act in reliance on the Grower Details and User Contact Details during the financial year in which you are Listed on the Grower Registration Number of the Grower, to make payments to the Payees listed for the NGR Card or otherwise transact business with you;
- (d) maintain myNGR and the Register and provide reasonable access to:
 - (i) a Grower and their Users to maintain and self-administer their Grower Account; and
 - (ii) an Authorised User and its Authorised Representatives to maintain and self-administer their Authorised User Account;
- (e) update myNGR and the Register to reflect changes to the Grower Details and User Contact Details as advised by Growers or their Users from time to time;
- (f) allow you and your Authorised Representatives access to certain data in accordance with the authority to access myNGR granted by us to you;
- (g) disallow you and your Authorised Representatives access to the Grower Details and User Contact Details, except:
 - (i) in accordance with the authority to access myNGR granted by us to you; and
 - (ii) with a Grower's consent; and
 - (iii) for Growers on which you are Listed in each financial year;
- (h) disallow access to myNGR or the Register to a Proscribed Person;
- (i) comply with our Privacy Policy and Privacy Laws and ensure our employees and agents are

- aware of and comply with our Privacy Policy and Privacy Laws;
- (j) comply with the AML/CTF Law; and
- (k) hold the Australian Taxation Office “Statement by a Supplier Form” on behalf of the Grower, which shall be made available to you and your Authorised Representatives on request.
- (l) for each of your Authorised User’s Growers procure a warranty from each Grower that the Grower Details and User Contact Details provided by the Grower and their Users are accurate; and
- (m) procure from each of your Authorised User’s Growers an indemnity in favour of us and you, with respect to any Claim or Liability suffered or incurred by either us or you if the Grower Details and User Contact Details are not accurate.

7. YOUR UNDERTAKINGS AND WARRANTIES

7.1 You must:

- (a) comply with these Terms and our Rules 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 User Account is accurate, current, true and correct;
- (c) comply with our Privacy Policy and Privacy Laws in respect of the Grower Account, User Contact Details, myNGR and the Register and all information provided to us and must at all times (even after termination of these Terms and notwithstanding these Terms may be terminated) ensure your Authorised Representatives and where applicable your Associated Entities and Subsidiaries also comply with the Privacy Policy and Privacy Laws;
- (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) have procedures in place to deal with complaints or requests for access from Growers;
- (g) 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;
- (h) ensure your Authorised Representatives, employees and agents are aware of and comply with our Privacy Policy, Privacy Laws and the requirements of these Terms;
- (i) have and distribute upon request and, if you have a website, publish on your website, a Privacy Policy that addresses your intended use of the Grower Details and User Contact Details and any data provided by us to you;
- (j) update the Authorised User Account and your Authorised Representative contact details as soon as possible once you become aware of any incorrect information recorded on myNGR or the Register; and
- (k) advise us as soon as you become aware of any unauthorised transaction with regard to your Authorised User Account or the Grower Details;
- (l) pay the Usage Fees set by us in accordance with these Terms or otherwise as advised by us from time to time;
- (m) advise us as soon as practicable after you become aware of any incorrect Grower Details on myNGR or the Register;
- (n) not attempt to obtain the NGR Card numbers, Grower Details or User Contact Details of Growers (for example by touting or trawling for such information) not Listed against your Authorised User Account or contrary to the Authority to access myNGR granted by us to you;
- (o) not disclose or make the Confidential Information or Grower Details or User Contact Details (with the exception of the NGR Card Information and the telephone number of the Primary User of the Primary Payee) available to any third party including a Proscribed Person:
 - (i) your undisclosed Associated Entity or undisclosed Subsidiary; or

- (ii) an Associated Entity or Subsidiary (whether disclosed to us or not) who we reasonably consider do not require the Confidential Information or Grower Details for their operational requirements; or
 - (iii) an entity that has:
 - A. a different ABN to that of the Authorised User; or
 - B. a different trading name to that of the Authorised User; or
 - C. different trading names under the same ABN as the Authorised User; or
 - D. in the case of a company, a different Australian Company Number to that of the Authorised User,
 for any reason, except as required by law or with our prior consent in writing;
 - (p) 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;
 - (q) not 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;
 - (r) take all reasonable steps to ensure that any Associated Entity or Subsidiary complies with your undertakings and these Terms;
 - (s) not:
 - (i) take commercial advantage of or use Confidential Information other than as prescribed by these Terms;
 - (ii) allow any of your Authorised Representatives, Associated Entities, Subsidiaries, directors, shareholders, employees or agents to use for commercial advantage any Confidential Information belonging to us other than as prescribed by these Terms;
 - (t) take all reasonable steps to:
 - (i) protect our Confidential Information obtained by you or your Authorised Representative;
 - (ii) prevent any conflict between our business interests and your or your Authorised Representative's financial interests;
 - (u) ensure an Insolvency Event does not occur in respect of you;
 - (v) after termination of this agreement or the cancellation, suspension or deregistration of your registered as an Authorised User, you must:
 - (i) not use or continue to use Grower Details or User Contact Details without the Grower's further consent; and
 - (ii) in the absence of such consent, return to us or destroy (as we direct in writing) all Confidential Information in your possession or under your control.
- 7.2 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 Account is utilised only in respect of your Authorised User's Growers on which you are Listed in a financial year, and only by an Authorised Representative with Authority to act for you;
- (e) if your Authorised Representative's Login Name and Password are lost or stolen, it is your responsibility to notify us of such occurrence so that your Authorised User 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 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 User 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 Authorised Representative, including any person you authorise to act on your behalf or who may otherwise access the Register or myNGR using your Authorised Representative's Security Questions & 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 the unique Login Name, Password and Security Questions & Answers of your Authorised Representatives;
- (m) we may send you or your Authorised Representatives 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, your Authorised Representatives may be requested to supply their Login Name and Password and to correctly identify and answer their Security Questions & Answers;
- (o) we may refuse to cancel a registration of an Authorised User or allow you to change your Authorised User Account and may determine in our absolute discretion to satisfy ourselves that you or your Authorised Representatives have Authorisation to access and change your Authorised User 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) your Authorised Representative:
 - (i) has authority to act on your behalf;
 - (ii) consents to the use of their information contained in the Application Form (or otherwise provided to us) by us for enabling access to and the efficient operation of myNGR and the Register;
 - (iii) has read the Terms of Use – Authorised Representatives and confirmed their acceptance of them;
 - (iv) may do any and all things that you may be permitted to do under these Terms, including the right to access the Grower Details and User Contact Details on myNGR or the Register and for the purposes expressed in the Application Form and Application Conditions;

- (r) you are bound by the acts of the Authorised Representative regardless of whether those acts are done in breach of the Authorised Representative's authority or negligently or in breach of these Terms;
 - (s) you appoint us as your agent to hold the Australian Taxation Office "Statement by a Supplier Form" provided to you by the Grower, and to provide the "Statement by a Supplier Form" to you upon written request.
- 7.3 You further agree that you must:
- (a) promptly notify us of any error or suspected error relating to myNGR;
 - (b) develop contingency plans to deal with any disruption, cancellation or alteration to the Register or myNGR or any part of it including its software or functionality;
 - (c) take reasonable action to prevent unauthorised use of myNGR originating within your organisation or by means of the Authorised Representatives;
 - (d) immediately notify us if you know or suspect of any unauthorised use or security breaches of myNGR;
 - (e) use myNGR only in strict accordance and compliance with the policies, procedures and methods as specified by us from time to time;
 - (f) use myNGR in a manner that does not interfere with or disrupt other network users, services or equipment.
- 7.4 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.
- 7.5 If you at any time are acting in the capacity of trustee of any Trust ("Trust") and in that event the following will apply:
- (g) these Terms extend to all rights of indemnity which you have against the Trust;
 - (h) you warrant that you have power and authority to enter into these Terms and you must not release any right of indemnity or commit any breach of trust or be a party to any other action which might prejudice a right of indemnity;
 - (i) you must not without our written consent allow any of the following events to occur:
 - (i) your replacement as sole trustee of the Trust;
 - (ii) any variation of the terms of the Trust;
 - (iii) any distribution of capital of the Trust;
 - (iv) any re-settlement of the trust property.
- 8. USE OF INFORMATION**
- 8.1 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) permitting you to enter information on myNGR, which information will form part of the Register;
 - (c) releasing, providing and disseminating the Grower Details and User Contact Details to you, and Listings as nominated by you;
 - (d) communicating with you relating to products and services provided by us;
 - (e) using the information for the purposes specified in the Privacy Policy;
 - (f) at any time granting to ourselves the same benefits that you have agreed to grant us and you under these Terms;
 - (g) 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
 - (h) disclosing your Authorised User Account details to third parties as agreed by you or otherwise as required by law.
- 8.2 The information you provide will be used by us for administrative and operational purposes for the operation of the Register and my NGR or as required by law.
- 8.3 We may utilise your Authorised User Account details to provide you with information via email, post, facsimile, SMS or other electronic means from time to time.
- 8.4 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.
- 8.5 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.

8.6 You may, before this time, request us in writing to return or otherwise destroy your documents and information.

9. ACCURACY, COMPATIBILITY AND SUITABILITY OF INFORMATION

9.1 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.

9.2 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.

9.3 To the maximum extent permitted by law we give no warranty or undertaking and make no representation to you or your Associated Entity or Subsidiary about the suitability of, or fitness of, myNGR or the Register for you or your Authorised Representatives, Associated Entity's or Subsidiary's purposes other than those warranties, undertakings or representations expressly set out in these Terms.

9.4 To the maximum extent permitted by law any other representation, warranty, condition or undertaking is excluded.

10. USAGE FEES

10.1 You must pay the Joining Fee at the same time as you submit the Application Form. The Joining Fee is non-refundable regardless of whether or not the Application is successful.

10.2 If, after ceasing to be entitled to access myNGR (for any reason), you wish to again be entitled to access myNGR you must submit a fresh Application Form and pay to us the Rejoining Fee.

10.3 If you are an Authorised User for Identification Purposes, you must pay to us the annual Administration Fee.

10.4 If you are an Authorised User for Contact Purposes or Payment Purposes, you must pay to us, in addition to any Joining Fee or Rejoining Fee, the Usage Fee.

10.5 You acknowledge and agree that the Usage Fee will be calculated based on:

- (a) the quantity of Listings in each financial year; and

- (b) the pricing band for that particular quantity of Listings in each financial year as set by us from time to time; and

- (c) the price per quantity of Listings in each financial year per band as set by us from time to time.

10.6 We may change the Usage Fee applicable from 1 July each year.

10.7 We will provide to you an invoice in respect of the Usage Fee showing:

- (a) the quantity of Listings for the previous quarter;
- (b) the pricing band applicable to your Listings; and
- (c) the price per Listing.

10.8 You acknowledge that you will be invoiced quarterly for the Usage Fee based on the number of Listings for the previous fiscal quarter.

10.9 You must pay all amounts due to us within 30 days of the date of a Tax Invoice for such amount.

10.10 You further acknowledge and agree that:

- (d) the pricing band for you will be fixed based on the quantity of Listings at the commencement of each financial year regardless of whether the number of Listings varies throughout the financial year; and
- (e) the pricing band may vary from financial year to financial year.

10.11 We will notify you in writing of the Usage Fee for the following financial year ending 30 June by not later than 30 May in each year.

10.12 You may by notice in writing elect to terminate these Terms without prejudice to either party's accrued rights and obligations under these Terms and otherwise without penalty provided such notice is served on us within 30 days of receipt of our notification of the new Usage Fee applicable from 1 July of each year.

10.13 If you do not serve such notice in accordance with clause 10.12, you will be taken to be bound to pay the Usage Fee so notified in accordance with these Terms.

11. DEFAULT INTEREST

11.1 You must pay interest at the Interest Rate on any moneys due but unpaid under these Terms.

11.2 Interest will be calculated daily and be compounded monthly and accrue from the date of due payment until actual payment to us.

12. GST – RECIPIENT CREATED TAX INVOICES

- 12.1 This clause applies if you have applied for and been granted authority to access myNGR as an Authorised User for Payment Purposes and will be receiving the data field 'RCTI Permission' from us.
- 12.2 You confirm that you are a registered entity for the purposes of the GST Law.
- 12.3 You agree to advise the Grower through us if you cease to be registered under the GST Act.
- 12.4 Where the Grower provides us with an Australian Business Number, we agree to provide you with a Grower's Australian Business Number where that Grower supplies Agricultural Product to you.
- 12.5 You agree to issue the Grower with an RCTI in accordance with the GST Law within 28 days of the delivery of Agricultural Product by the Grower to you or within 28 days of the determination of the value of that supply, whichever is the latter.
- 12.6 You agree not to issue an RCTI if any of the RCTI Determination requirements are not met.
- 12.7 You agree to provide the following statement on all RCTI's for Growers "This is a reminder that you agreed to allow us to issue RCTI's when you registered as a Grower with NGR and accepted the Grower & User Terms."
- 12.8 You appoint us as your agent to procure a "written RCTI agreement" for the purposes of the GST Law and any GST Ruling.
- 12.9 The parties expressly acknowledge and agree to read this clause with any other agreement entered between them, as the Authorised User's agent and any Grower.

13. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

- 13.1 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.
- 13.2 Subject to the other provisions of these Terms, you and where applicable your Associated Entity and Subsidiary 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, your Authorised

Representatives, your Associated Entity or Subsidiary of these Terms.

- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 To the maximum extent permitted by law, neither we nor the Supplier give any warranty or undertaking and make no representation to you about the suitability of, or fitness for use of, myNGR or the Register including whether myNGR or the Register may be suitable for your purposes, other than those warranties, undertakings and representations expressly set out in these Terms.
- 13.8 Any other warranty, representation or condition or undertaking is excluded.
- 13.9 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.

- 13.10 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.
- 13.11 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 or your Authorised Representatives 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.
- 13.12 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.
- 13.13 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.

14. TERMINATION

- 14.1 We may terminate this agreement on 30 days notice in writing to you including for the reasons set out in clause 2.6.
- 14.2 You may terminate this agreement on 30 days notice in writing to us.
- 14.3 Upon termination of this agreement, your registration is cancelled and you must cease all use of the Register, myNGR and you must return to us or destroy (as we direct in writing) all Confidential Information in your possession or under your control.
- 14.4 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.

15. GENERAL

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 Inconsistency

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

15.11 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.

15.12 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.

15.13 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.

15.14 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.

16. 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 as an Authorised User for Payment Purposes, an Authorised User for Contact Purposes or an Authorised User for Identification/Listing Purposes.

Access Method means the method we make available to you allowing you and your Authorised Representatives access to your Authorised User Account.

Administration Fee means the annual fee set by us from time to time and payable by the Authorised User in accordance with the terms of these Terms.

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 completes and submits to us an Application Form.

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

Application Form means the application form completed by a person to become an Authorised User consisting of an application form to which the Application Conditions, these Terms and our Privacy Policy apply.

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 who the Authorised User lists as having authority to act for it on its Application Form or otherwise in writing.

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

Authorised Representative Contact Details 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 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 & 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 Registration Process means the process utilised by you to register as an Authorised User on myNGR as prescribed by us from time to time.

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 you, or sold or contracted to sell Agricultural Product to you; or
- (b) purchased or contracted to purchase Agricultural Product from you.

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.

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.

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.

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 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) 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 or 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,

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.

Grower Registration Process means the process utilised by a person to register as a Grower on myNGR as prescribed by us from time to time.

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.

Insolvency Event means in relation to an Authorised User any one or more of the following events or circumstances:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a controller or similar person appointed to any of its property or to it;
- (c) becoming an insolvent under administration as defined in the Corporations Act 2001; or
- (d) entering into a formal compromise or arrangement with, or assignment for the benefit of, any of its members or creditors.

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.

Interest Rate means a rate of interest per annum which is 3 percentage points higher than our Financial Institution's corporate overdraft rate as may apply from time to time.

Joining Fee means the joining fee set by us from time to time and payable by you at the same time as you submit the Application Form.

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 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.

Partnership has the same meaning ascribed to that term by Section 5 of the *Partnership Act (1891) (Qld)*.

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 & 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 & 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 nominated by you and accepted in accordance with our requirements.

RCTI means a recipient created tax invoice in accordance with the GST Law.

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

Re-joining Fee means the re-joining fee set by us from time to time and payable by you at the same time as you resubmit the Application Form.

Rules means the rules from time to time formulated by the Supplier.

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 & Answers means the pre-arranged security questions that may be asked by us when a person wishes to register as an Authorised User 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 User Account, Grower Details or User Contact Details.

Sharefarming arrangement is one where a person whether on their own account or with others farms land with a view to sharing the proceeds of the farming activity.

Subsidiary means a wholly owned subsidiary of an Authorised User.

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.

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

Usage Fee means the fee set by us from time to time payable by an Authorised User and available on request.

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.

17. INTERPRETATION

- 17.1 A reference to “you” and “your” is reference to an Applicant and once registered, an Authorised User.
- 17.2 A reference to “We” “us” “our” and “NGR” is a reference to National Grower Register Pty Ltd.
- 17.3 The word “person” includes an individual, a corporation, a partnership, trust or other entity whether incorporated or not.
- 17.4 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.
- 17.5 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.
- 17.6 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.
- 17.7 Headings to these Terms are for ease of reference only and will not in any way affect the construction or interpretation of these Terms.
- 17.8 References to currency are references to Australian dollars.
- 17.9 A reference to these Terms is a reference to these Terms as it may be amended from time to time.
- 17.10 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.
- 17.11 A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
- 17.12 These Terms are binding on your executors, administrators and permitted assigns.