

GROWER & 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:
 - (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 These Terms becoming binding on you at different times:
 - (a) in the case of an Online User, once you select your unique Login Name and Password and accept these Terms and Privacy Policy on myNGR;
 - (b) in the case of an Offline User, once you notify us in writing that you accept these Terms and our Privacy Policy and in this regard, by registering as a User you are deemed to have accepted and agree to be bound by these Terms and our Privacy Policy; and
 - (c) 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 by publishing updated Terms to the Website www.ngr.com.au. 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 A Grower's Details and User's Contact Details may be accessed by an Authorised User and an Authorised Representative of an Authorised User, but only in respect of that Authorised User's Growers, and subject to the terms and conditions that apply from time to time to an Authorised User and their Authorised Representatives.
- 2.3 We own and/or have rights (including Intellectual Property Rights) to the Register.
- 2.4 We may alter, suspend or cease operating the Register at any time at our discretion by notice in writing to you.

3. **MYNGR**

- 3.1 We have created an internet based software application known as myNGR which establishes a unique online portal for you to access and administer a Grower Account.
- 3.2 myNGR allows you to:
 - (a) register as a User on myNGR and create a User Account within myNGR;
 - (b) register a Grower on the Register and to create a Grower Account in myNGR;

- (c) using your User Authority Credentials, log on and access various sections of myNGR;
 - (d) access, maintain and self-administer your Grower Account and User Account once created and registered.
- 3.3 Once registered, you may be granted access to myNGR via a non-exclusive, 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. USERS**
- 4.1 Each Existing Grower and their Users will be registered as a Grower and an Offline User of myNGR.
- 4.2 You may register with myNGR as an Offline User or as an Online User.
- 4.3 Access to myNGR by:
- (a) an Offline User, is limited to access by telephone or communicating in writing with us utilising your Security Questions & Answers; or
 - (b) an Online User, is by either:
 - (i) telephone or communicating in writing with us utilising your Security Questions & Answers; or
 - (ii) online at myNGR via an Access Method utilising your Login Name and Password.
- 4.4 For new Users of myNGR, in order to be registered as an Offline User of myNGR, you must:
- (a) apply to us to be a User of myNGR by telephoning us and requesting that you be added as a User, specifying that you wish to be an Offline User;
 - (b) provide to us your User Contact Details and Security Questions and Answers;
 - (c) complete the User Registration Process as required by us from time to time;
 - (d) confirm in writing your acceptance of these Terms and our Privacy Policy; and
 - (e) do everything we ask of you including providing any Proof of Identity Information we need to establish your identity and to otherwise comply with any law.
- 4.5 For Existing Growers and new Users of myNGR, in order to be registered as an Online User of myNGR, you must:
- (a) apply to us to be a User of myNGR by telephoning us and requesting that you be added as a User, specifying that you wish to be an Online User;
 - (b) provide to us your name, email address or mobile telephone number;
 - (c) obtain a Confirmation Code from us and log on to the Website www.ngr.com.au and at the myNGR Login tab, enter a valid Confirmation Code issued by us to you;
 - (d) confirm in writing your acceptance of these Terms and our Privacy Policy;
 - (e) complete the User Registration Process as required by us from time to time;
 - (f) do everything we ask of you including providing any Proof of Identity Information we need to establish your identity and to otherwise comply with any laws.
- 4.6 Upon registration as a User of a Grower, you:
- (a) will be issued with a User Identification Number;
 - (b) acknowledge that your User Contact Details may be disseminated to Authorised Users;
 - (c) represent and warrant you have Authorisation to act on behalf of a Grower;
 - (d) acknowledge you are responsible for the creation, self-administration and use of your

User Account and Grower Account, and all information contained within them.

4.7 As a User of a Grower, you may:

- (a) add, modify or change your User Account or the Grower Account;
- (b) deregister the Grower Registration Number; and
- (c) invite other persons to be Users for a Grower, but only in accordance with the Required Approvals of the Users of the Grower (if applicable) and in accordance with our requirements as specified from time to time.

4.8 If a person is added as a User to a Grower Account, that person must accept these Terms and our Privacy Policy before registering as a User.

4.9 Any change to a Grower Account may be notified to a User of that Grower in writing. The change will only be effective upon your notification in writing of your acceptance of that change.

4.10 We may cancel, suspend or withdraw your registration as a User at any time and for any reason upon notice in writing to you.

4.11 You agree that:

- (a) if you no longer have Authorisation to access myNGR or to deal with us, or your registration is cancelled, suspended or withdrawn for any reason:
 - (i) you must immediately cease acting as a User;
 - (ii) you must inform us in writing of the cancellation, suspension or withdrawal of your Authorisation;
 - (iii) you must not attempt to access myNGR or permit a third party who does not have Authorisation to access myNGR or the Grower's Account;
 - (iv) you must return all Confidential Information to us or as we direct;
- (b) to access myNGR you must use a valid Login Name, Password and correctly answer your Security Questions and Answers selected by you;
- (c) you will not divulge your User Authority Credentials or your 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 User Authority Credentials, 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 to you.

5. **GROWERS**

5.1 A User may register a person as Grower on the Register and create a Grower Account.

5.2 In order to register a person as a Grower on the Register, a User must:

- (a) be registered as a User and have a User Account;
- (b) have Authorisation to register the Grower on the Register and on myNGR by creating and completing the Grower Account;
- (c) on behalf of the person to be registered as a Grower, agree to be bound by these Terms and Privacy Policy;
- (d) do everything we ask of that person including providing any information we need to establish a Grower's and User's identity.

- 5.3 Once registered:
- (a) a Grower will be issued with a unique Grower Registration Number;
 - (b) the Payees attached to that Grower will be issued a unique Payee Identification Number;
 - (c) the NGR Card in respect of that Grower Registration Number will be issued to the Card Recipient;
 - (d) the Users attached to that Grower have the right and are responsible to, subject to these Terms, access myNGR and to maintain, change and self-administer the Grower's Account on behalf of the Grower;
 - (e) the Grower's Account will be entered on the Register and may be accessed by Authorised Users of the Grower.
- 5.4 We may agree or refuse to register a Grower on the Register without assigning any reason therefor.
- 5.5 We may cancel, suspend or de-register a Grower's Registration Number and refuse access to myNGR or any part of it at any time in our sole discretion and will provide you notice in writing to that effect.
- 5.6 Except where you have decided to deregister your Grower Registration Number, on cancellation, suspension or deregistration we will inform you or, in the case of a Partnership or Sharefarming Arrangement, the Primary User of the Primary Payee, of the cancellation, suspension or deregistration of the Grower.
- 5.7 The period of suspension is at our discretion.
- 5.8 The suspension of registration of a Grower ceases at 9.00am on the Business Day following the date we notify the suspended Grower that the suspension of their registration has ceased.
- 5.9 There is no limit to how many times we can suspend the registration of a Grower.
- 5.10 A Grower may cease registration on the Register by a User of that Grower deregistering the Grower Registration Number or requesting us to deregister the Grower Registration Number.
- 5.11 A Grower's Registration on the Register may also be cancelled if a Grower's Account becomes an Inactive Account.
- 5.12 Upon cancellation, suspension or deregistration of a Grower's Registration Number:
- (a) no person except for NGR may access the Grower's Account; and
 - (b) we will not disclose or allow access to a Grower's Account from the date of such cancellation, suspension or deregistration, although a Grower's Details already supplied to an Authorised User may still be held by them; and
 - (c) the NGR Card must not be used and should be destroyed.
- 6. PARTNERSHIPS AND SHAREFARMING ARRANGEMENTS**
- 6.1 This clause applies to a Grower who is in a Partnership or in a Sharefarming arrangement.
- 6.2 Each person in the Partnership or Sharefarming arrangement must be registered as a Grower to use myNGR and each User of the Grower must be registered with us to use my NGR.
- 6.3 The Grower must nominate a Primary Payee and a Primary User in respect of that NGR Card and the Users must specify the Required Approvals for the Grower.
- 6.4 The Primary User of the nominated Primary Payee must:
- (a) be registered as a User on myNGR;
 - (b) act in accordance with the Required Approvals of the Grower;
 - (c) only act in accordance with our requirements from time to time including doing everything we ask of them to comply with our requirements whilst using myNGR.
- 6.5 The Primary User's Contact Details may be disseminated to:
- (a) other Users attached to the Grower; and
 - (b) an Authorised User who is Listed against the NGR Card of the Grower.
- 6.6 The Primary User of the Primary Payee is responsible for the self-administration and maintenance of the Grower Account and may, with the Required Approvals of the Users of the Grower, change the Grower Account and may do all things that a User is permitted to do under these Terms in respect of the Grower Account including:
- (a) amending the Grower Account including Payees;
 - (b) changing the NGR Card Information;

- (c) updating the Listings attached to those Payees in respect of that NGR Card;
- (d) changing their Primary User at any time.

7. OUR UNDERTAKINGS AND WARRANTIES

7.1 We will, subject to these Terms:

- (a) operate and maintain the Register and my NGR;
- (b) act in reliance on the User Contact Details and Grower Details to allow you to maintain and self-administer your User Account and the Grower Account on myNGR, and otherwise transact business with an Authorised User;
- (c) issue a Grower Registration Number to each Grower nominated by you and registered on myNGR;
- (d) issue a Payee Identification Number to a Payee attached to the Grower Registration Number;
- (e) issue an NGR Card to each Card Recipient nominated by you in respect of that Grower;
- (f) act in reliance on all information provided by you including the NGR Card Information provided by you to allow you to maintain the NGR Card Information and otherwise transact business with an Authorised User;
- (g) provide an Access Method to allow you access to your User Account and the Grower Account as recorded on myNGR;
- (h) comply with the Privacy Policy and the Privacy Laws and ensure that our employees and agents are aware of and comply with the Privacy Policy and Privacy Laws;
- (i) if applicable, hold the Australian Taxation Office (ATO) "Statement by a Supplier Form" on your behalf, which form shall be made available to all Listings;
- (j) refuse access to a Proscribed Person.

8. YOUR UNDERTAKINGS AND WARRANTIES

8.1 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 a User Account and a Grower's Account is accurate, current, true and correct;

- (c) comply with the Privacy Policy and Privacy Laws in respect of the Grower Account, User Contact Details, myNGR and all information provided to us;
- (d) update the Grower Account and your User Contact Details as soon as possible once you become aware of any incorrect information recorded on myNGR; and
- (e) advise us as soon as you become aware of any unauthorised transaction with regard to a Grower Account, the Grower's Details or your User Account.

8.2 You warrant, acknowledge and agree that:

- (a) you have legal capacity to enter into a legally binding contract;
- (b) you have Authorisation to act for a Grower, including for the creation of a User Account on behalf of a Grower and to register the Grower on the Register;
- (c) 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;
- (d) 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;
- (e) you are solely responsible for ensuring that your User Account is utilised only in respect of a Grower for whom you have Authority to act;
- (f) if your User Authority Credentials are lost or stolen, it is your responsibility to notify us of such occurrence so that the Grower Account can be suspended;
- (g) we may utilise information provided by us 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 recorded in a User Account or Grower 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 and without assigning any reason therefor;
 - (j) you are responsible for and indemnify us against the acts and omissions of each User of a Grower for whom you have Authority to act, including any person you authorise to act on your behalf or who may otherwise access the Register or myNGR using your 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 a Grower;
 - (l) you agree to do everything reasonably necessary to protect your unique Login Name, Password and Security Questions & 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 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 a Grower or allow you to change a Grower Account or User Account and may determine in our absolute discretion to satisfy ourselves that you have Authorisation to access and change a Grower Account or 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.
- 8.3 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 or by means of the Grower;
 - (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.
- 8.4 If you are at any time acting in the capacity of trustee of any Trust ("Trust"), the following will apply:
- (a) these Terms extend to all rights of indemnity which a Trustee has against the Trust;
 - (b) you warrant that the Trustee has the power and authority to enter into these Terms and the Trustee 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;
 - (c) you must not, without our written consent, allow any of the following events to occur in respect of the Trust:
 - (i) the replacement of Trustee;
 - (ii) any variation of the terms of the Trust which may constitute a resettlement of the Trust;
 - (iii) any distribution of capital of the Trust.

8.5 We have relied upon these representations, warranties and undertakings contained in these Terms in determining whether to allow you to register with myNGR and on the Register.

9. USE OF INFORMATION

9.1 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 Users, 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 Supplier and/or the Operator the same benefits that you have agreed to grant us and our Authorised Users under these Terms;
- (g) using at any time, and from time to time, the Grower Details and User Contact Details for our, the Supplier's and/or the Operator's operational requirements including the operation of the Register and myNGR; and
- (h) disclosing the Grower Account, Grower Details and User Authority Credentials to third parties as agreed by you or otherwise as required by law;
- (i) changing the Operator by notice in writing to you provided the new Operator agrees to be bound by the Terms as amended and updated from time to time, and upon such change the rights, privileges, delegations and indemnities under these Terms are transferred to and may be enjoyed and enforced by such Operator appointed by us from time to time as if they are a party to these Terms in place of us.

9.2 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.

9.3 We may utilise a User's Contact Details to provide you with information via email, post, facsimile, SMS or other electronic means from time to time.

9.4 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.

9.5 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.

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

10. THIRD PARTY IDENTIFIERS

10.1 A User may, using myNGR, establish a link between the Register Identifier to which you are a Payee (the "Register Identifier") and a Grower's registration number allocated by a third party (the "linked registration number").

10.2 An Authorised User quoting the linked registration number shall be entitled to a User's Contact Details and Grower Details held by us in respect of the Grower and the Register Identifier.

10.3 Any deliveries to a third party using the linked registration number shall be deemed a delivery against the Register Identifier and we and the Authorised Users shall be entitled to deal with you in respect of that delivery on the basis of the Grower Details registered against the Register Identifier.

10.4 In the event that the third party introduces a new numbering system for payment that replaced the linked registration number specified for that marketer the link shall be deemed to be the new replacement number unless you advise otherwise.

11. RCTI AND GST

11.1 Where you are registered for GST and supply Agricultural Product to a Trader:

- (a) The Trader through its' agent NGR and you acknowledge that you are an entity registered for GST;

- (b) You consent to the provision of a Recipient Created Tax Invoice (RCTI) by a Trader in consequence of any supply of grain or other Agricultural Product by you to the Trader;
- (c) You agree to notify the Trader through us, as soon as you cease to be a registered entity under the GST Law;
- (d) You agree not to issue any tax invoices to the Trader in respect of any supply of grain or other Agricultural Product to the Trader;
- (e) The Trader through its agent NGR agrees that the Trader will not issue an RCTI on or after the date when either you or the Trader are in breach of any other requirements for issuing RCTI's;
- (f) You expressly acknowledge and agree that these Terms may be read together with any contract entered between us and a Trader, as a principal, for the purpose of complying with the relevant legislation and any regulations and GST Rulings.

12. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

- 12.1 You agree that neither us, the Supplier nor the Operator are 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.
- 12.2 You acknowledge and agree that our liability and the Supplier's or Operator's liability is limited to the higher of the following amounts:
- (a) in the case of services supplied or offered by us, the Supplier or the Operator, 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, the Supplier or the Operator, 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.

- 12.3 You agree that under no circumstances (including but not limited to any act or omission by us or negligence on our part), will we, the Supplier or Operator be liable relating to the misuse of the Register, myNGR or your information by any third party whether directly or indirectly.
- 12.4 You assume the entire risk for any use made of myNGR and the Register and shall indemnify us, the Supplier and/or the Operator in relation to your use of myNGR and the Register.
- 12.5 To the maximum extent permitted by law, neither we, the Supplier nor the Operator 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.
- 12.6 Any other warranty, representation or condition or undertaking is excluded.
- 12.7 You acknowledge and agree that:
- (a) myNGR and the Register is provided on a "as is, as available" basis only;
 - (b) we make no 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.
- 12.8 You agree to indemnify us, the Supplier and/or the Operator and each Authorised User and their Authorised Representatives against any Claims or Liabilities arising out of your unauthorised use of or unauthorised access to the Register or myNGR, or the lawful exercise of our rights pursuant to these Terms.
- 12.9 You agree to indemnify us, the Supplier and/or the Operator and each Authorised User and their Authorised Representatives from and against all Claims and Liabilities suffered or incurred by either us, the Supplier and/or the Operator or an Authorised User if the information provided to us, the Supplier and/or the Operator and each Authorised User is not accurate or we have been provided with inaccurate information by you or someone else on your behalf.

13. VOLUNTARY MEMBERSHIP, SUBSCRIPTIONS AND LEVIES

13.1 In the event that you have ticked “Yes” on myNGR to one of the voluntary membership subscriptions and levies deductions preferences, you authorise the voluntary membership subscription and levy to be deducted from payments made to you by a Trader.

14. TERMINATION

14.1 We may terminate this agreement on 30 days notice in writing to you.

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 your NGR Card.

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 Standard Terms and Conditions 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; and
- (b) agree or consent subject to conditions, unless these Terms expressly contemplate otherwise.

15.7 No Merger

Nothing in these Terms merges with any other judgment or other right or remedy that a party may hold at any time.

15.8 **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.

15.9 **Inconsistency**

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

15.10 **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.

15.11 **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.

15.12 **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.

15.13 **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 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 will have the right to continue to use the Grower Details that you provide to us for operational requirements including the operation of the Register and myNGR.

16. **DEFINITIONS**

In these Terms, unless the context otherwise requires:

Access Method means the method we make available to you allowing you access to a User Account and Grower 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.

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 User means:

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

Authorised User's Growers means Growers the Authorised User can demonstrate to our reasonable satisfaction have either:

- (a) delivered Agricultural Product to, or sold or contracted to sell Agricultural Product to, the Authorised User; or
- (b) purchased or contracted to purchase Agricultural Product from the Authorised User.

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 you 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.

Confirmation Code means a computer generated random number issued by us to a person who seeks to be an Online User of myNGR to facilitate the creation of a User Account and subsequent registration by them of a Grower on myNGR.

Device means a physical device used with Electronic Equipment to access a Grower Account.

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

Existing Grower means a person who as at 1 April 2016 is registered as a Grower on the Register.

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, Required Approvals 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 you 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 you to register 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.

Intellectual Property Rights means all intellectual property rights throughout the world, whether registered, unregistered or unregistrable, in and relating to the Register, mNGR 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.

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 the Register including changes to those Listings.

Login Name means:

- (a) the unique name selected by you to register as an Online User; and
- (b) which name when correctly entered by you in combination with a Password, allows you access to a User Account and a Grower 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 User Account and Grower Account and forms part of the Register.

NGR means the 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.

Offline User means a User of a Grower who has not created an Online Profile within myNGR.

Online User means a User of a Grower who has created an Online Profile within myNGR.

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 you nominate, in accordance with our requirements for the nomination of passwords, for use with a User Account when a User seeks access to a Grower'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 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 Payee means the Payee chosen by the Users of a Partnership or Sharefarming arrangement in accordance with the Required Approvals of the Partnership or Sharefarming arrangement.

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

Primary Production means the:

- growing, producing or extracting of natural resources, Agricultural Products or other Commodity;
- the supply, sale and delivery of natural resources, Agricultural Products or other Commodity.

Primary User means the person nominated by you as having Authorisation to act for the Growers in a Partnership or share farming arrangement, whose Contact Details will be disseminated by us to an Authorised User who has a Listing against the NGR Card of the Grower for whom the user is authorised to act.

Primary User's Contact Details means the Primary User's name, address, (including postal and residential or business address), telephone number (including mobile telephone number) and facsimile number of the Primary User.

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 provided to us by you.

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 person who is unable to access the Grower's Account or Grower's Details as they do not have a Login Name and Password;

- A person who is unable to answer, upon request, Security Questions and Answers;
- A person who no longer has authority to access a Grower's Account on the myNGR;
- A person we reasonably suspect or who appears to us to be acting in breach of these Standard Terms and Conditions or our Privacy Policy or the Privacy Laws;
- A person who is not an Authorised User nominated by a Grower, or by you and accepted in accordance with the Required Approvals.

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

Register means the database of the Register Identifiers including Grower Registration Number and Personal Identifier Number for Payees and corresponding Grower Details maintained by us.

Required Approvals means the configuration nominated by:

- you on behalf of a Grower; or
- the Primary User of a Primary Payee,

which specifies the manner in which decisions will be made by the Users of a Grower (or Primary Payee as the case may be) and communicated to us in respect of any change to a Grower Account.

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 a User or access a Grower Account on myNGR or if you wish to perform certain functions on the NGR. The correct answers must be provided or the function cannot be performed or that function used, including access to a Grower Account.

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.

Supplier means National Grower Register Pty Ltd or such other entity as the 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 and 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.

User means a person registered as a User of a Grower on myNGR and who has Authorisation to access on behalf of a Grower a Grower Account on myNGR.

User Account means the User's Contact Details, Security Questions and Answers, Login Name and Password.

User Authority Credentials means the unique Confirmation Code, Login Name and Password of a User.

User 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.

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

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 a User personally and to the Grower for whom you are authorised to act as a 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.