



REGISTERED PARTY DEED

1 JULY 2010

TO

30 JUNE 2011

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THIS DEED is made the

day of

2010.

BETWEEN: **NATIONAL GROWER REGISTER PTY LTD (ACN 095 857 266)**
of PO Box 3526, Toowoomba Village Fair in the State of
Queensland (“the Supplier”)

AND: **THE PARTY LISTED IN SCHEDULE 1 OF THIS DEED**
 (“Registered Party”)

BACKGROUND

- A. The Supplier has established a database of Grower/Producer and Grower/Producer payment information and has appointed a system Operator to maintain the database and disseminate data to Registered Users.
- B. The Registered Party wishes to access this data subject to the Registered Party’s level of membership and access to the NGR.
- C. This Deed records the terms and conditions of access to the data.

AGREEMENT

1. DEFINITIONS

In this Deed:

“**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**” means the Anti-Money Laundering and Counter-Terrorism Financing Act.

“**Approved Dealing**” means a Primary Production related transaction between a Grower/Producer and a Registered User agreed in writing by the Supplier to entitle the Registered Party to the NGR Details in accordance with its level of membership access.

“Associated Entity” has the same meaning given by Section 50AAA of the Corporations Act 2001.

“Commencement Date” means the date upon which the Registered Party is supplied with a Security Code and is able to request information from the Operator in accordance with the terms of this Deed.

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

“Confidential Information” means all the Supplier’s Intellectual Property including technical and pricing information, NGR card numbers, the Details, documents, files, books, manuals, records, information, statements, papers, writings and similar items, whether in hard copy, electronic, magnetic or other form, relating to the Supplier’s affairs.

“Details” means in respect of each NGR Card:

- (a) the name of the individual or entity to which the NGR Card will be issued;
- (b) the names and addresses of the persons or entities that are payees in respect of the NGR Card;
- (c) the name and address of the Principal Contact for the individual or business entity to which the NGR Card will be issued;
- (d) any available electronic contact details for the Principal Contact and 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 and account number of each of the payees;
- (i) the Australian Business Number of the business entity (if provided);
- (j) the GST status of the payees,

and any other information that the Supplier may collect from Growers/Producers and provide to the Registered Party from time to time.

“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.

“Founders” means ABB Grain Ltd and GrainCorp Operations Ltd and their successors and assigns and any other organisation that becomes a shareholder of the Supplier.

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

“Grower/Producer” 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 trader of an Agricultural Product or other Commodity; or
- (f) Any Commodity Trader.

“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.

“Interest Rate” means a rate of interest per annum which is three (3) percentage points higher than the Commonwealth Bank of Australia corporate overdraft rate from time to time.

“Listings” means all Registered Party links to a Grower/Producer within the NGR.

“Member” means a Registered User who has signed a Registered Party deed, and to whom the Supplier has agreed to provide access to the NGR in accordance with this Deed, and who identifies themselves to the Supplier as either:

- (a) Member Level 0 – Identification Purposes
- (b) Member Level 2 – Restricted Data Access; or
- (c) Member Level 3 – Payment Details for Commodity Traders.

“Member Level 0” means a member described in clause 4.2 who adopts the NGR unique identification number as an Identifier for the Registered Party’s Growers/Producers customers and clients.

“Member Level 2” means a Restricted Data Access member described in clause 4.3 who enters this Registered Party deed and requires access to data on the NGR for the sole purpose of:

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

“Member Level 3” means a Commodity Trader described in clause 4.4 who:-

- (a) enters this Registered Party Deed;
- (b) requires access to all of the Details on the NGR pursuant to the terms of this Deed; and
- (c) Can satisfy the Supplier, in its absolute discretion, that the Member is a genuine Commodity Trader as that term is used in this Deed.

“New Member” means any Registered Party that was not a Registered Party prior to the Term of this Deed namely 1 July 2010 to 30 June 2011.

“NGR” means the database of Grower/Producer card numbers and corresponding Details maintained by the Supplier.

“NGR Card” means the Grower/Producer card or delivery card issued by the Supplier to a Grower/Producer carrying a unique NGR identification number.

“Operator” means National Grower Register Pty Ltd or such other person as the Supplier may appoint from time to time to operate the NGR.

“Payee” in respect of an NGR Card means a person or entity that has been registered with the NGR as having a financial interest in any Agricultural Product delivered or sold under that card.

“Payment Details” means those parts of the Details that relate to a Grower’s/Producer’s bank account and tax status.

“Period” means the initial period or a renewal period in each case commencing on 1 July of each calendar year and ending on 30 June of the next calendar year.

“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.

“Primary Producer” means an entity, including a Grower/Producer, engaged in Primary Production.

“Principal Contact,” in respect of an NGR Card, means the person or entity (including a payee) that has taken responsibility for the registration of the Details with the NGR.

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

“Privacy Policy” means the privacy protection policy and procedures for the collection, storage, use, disclosure and granting of access rights to the Details collected by the Supplier.

“Registered Party” means a Member or Associated Entity or Subsidiary of a Member, that holds from time to time a current Security Code to access certain data on the NGR and has entered into a Registered Party deed with the Supplier.

“Registered Party’s Growers” means Growers/Producers that the Registered Party can demonstrate to the reasonable satisfaction of the Supplier have either:

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

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

“Security Code” means a unique security code for accessing the NGR supplied to the Registered Party by the Supplier.

“Subsidiary” means a wholly owned subsidiary (as that term is defined in the *Corporations Act 2001* (Cwlth)) of the Registered Party that:

- (a) is engaged in an Approved Dealing; and
- (b) has entered into a Registered Party deed with the Supplier.

“Tax Invoice” means a tax invoice as defined in the GST Law.

“Term” means, subject to clause 10, the initial period from the Commencement Date to the next occurring 30th of June and any renewal periods.

“Trader” means a person who engages in the trade of Grain, Agricultural Product or other Commodity.

“Usage Fees” means the Fees referred to in clause 7, as amended from time to time in accordance with the terms and conditions of this Deed.

2. INTERPRETATION

- 2.1 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 this Deed.
- 2.2 Unless the context requires otherwise, the singular shall include the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa.

- 2.3 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.
- 2.4 Headings to this Deed are for ease of reference only and shall not in any way affect the construction or interpretation of this Deed.
- 2.5 Reference to currency are reference to Australian dollars.
- 2.6 A reference to this Deed is a reference to this Deed as it may be amended from time to time by mutual written agreement of the parties.

3. REGISTERED PARTY MEMBERSHIP

- 3.1 The Supplier provides three levels of Registered Party Membership, namely:
- (a) Member Level 0: Identifier Only;
 - (b) Member Level 2: Restricted Data Access; and
 - (c) Member Level 3: Payment Details Commodity Trader Membership.
- 3.2 The Registered Party acknowledges that:
- (a) the member level determines:
 - (i) the level of access to the NGR, pursuant to the terms of this Deed;
 - (ii) the Usage Fees payable by the Registered Party to the Supplier for access to certain data; and
 - (iii) the Registered Party's rights and obligations under this Deed.
 - (b) the Registered Party may nominate a level of access to the NGR, however the Supplier will only grant the appropriate Member Level once it is satisfied that the Registered Party is entitled to that level of the Details.
- 3.3 Parties (excluding a New Member) registered with the NGR prior to 1 July 2010:
- (a) shall be a Member Level 3 for the Term;
 - (b) may prior to the Commencement Date, by notice in writing to the Supplier, alter their membership level for the Term. To avoid any confusion, a Member can not change or alter their Level of Membership after the Commencement Date and during the Term.

4. CONDITIONS OF ACCESS TO NGR

4.1 The Supplier will provide to the Registered Party access to the NGR in accordance with such service level agreement as may be agreed from time to time between the Supplier and the Registered Party.

4.2 **Member Level 0: Identifier only membership**

A Member Level 0:

- (a) will be entitled, during the Term and subject to the other provisions of this Deed and the Rules, to:
 - (i) adopt the unique NGR identification number as an Identifier for the Registered Party's Growers/Producers, customers and clients.
- (b) will not:
 - (i) be entitled to access or receive any other data or Details on the NGR;
 - (ii) divulge or disclose the unique NGR identification number to any third party (including a Subsidiary) for any reason, except as required by law or as provided in this Deed.

4.3 **Member Level 2: Restricted Data Access**

A Member Level 2:

- (a) will be entitled, during the Term and subject to the other provisions of this Deed and the Rules, to access limited contact data fields:
 - (i) as determined by the Supplier and published from time to time; and
 - (ii) matched to NGR card numbers of the Registered Party's Growers/Producers, customers and clients;
- (b) acknowledges and agrees that access to the limited data fields is for the sole purpose of:
 - (i) customer or Member identification; or
 - (iii) such other purpose as may be agreed to in writing by the Registered Party's Growers/Producers, customers or clients and the Supplier;
- (c) shall not be entitled to access or receive any other data or Details on the NGR, except as required by law or as provided in this Deed;
- (d) shall not divulge or disclose any data obtained from the NGR to any third party including an Associated Entity or Subsidiary for any reason except as required by law or as provided in this Deed.

4.4 **Member Level 3: Payment Details for Commodity Trader**

A Member Level 3 will be entitled, during the Term and subject to the other provisions of this Deed and the Rules, to:

- (a) access the Details matched to NGR Card numbers of the Registered Party's Growers/Producers;
- (b) an automatic update in electronic form of the Details of any new Listings of the Registered Party and any changes to the Details of any Listings already registered to the Registered Party;
- (c) request a download of the Details in electronic form to the Registered Party's database of any NGR Card number quoted by the Registered Party to the Operator; and
- (d) allow any Associated Entity or Subsidiary nominated in Schedule 1 to access the Member's Registered Party Grower/Producer data.

4.5 A Listing is registered to the Registered Party for the purposes of this Deed if:

- (a) the Registered Party has nominated a Grower/Producer as a Registered Party's Grower/Producer for the Registered Party's Listings; or
- (b) the Registered Party requests the Details of an NGR Card number not already listed against the Registered Party in accordance with this Deed,

and the Listing has not been deleted.

4.6 At the request of the Registered Party, the Supplier will assist the Registered Party to cleanse and transfer the Registered Party's data on the Registered Party's Growers/Producers to the NGR and register those Growers/Producers by:

- (a) Providing to the Registered Party a template to format the data;
- (b) Where possible providing a conversion table to convert the Registered Party's payment numbers to NGR Card numbers;
- (c) Accepting an upload of the data in the required format;
- (d) Incorporating the data in the NGR for registration mail-out;
- (e) Contacting the Registered Party's Growers to confirm their Details and obtain their registration to NGR;
- (f) Issuing NGR Cards to the Registered Party's Growers that have not previously been registered with NGR; and
- (g) (where possible) providing the Registered Party with the NGR Card numbers for the Registered Party's Growers/Producers matched to

the registration numbers of the Registered Party's own registration system.

- 4.7 Access to the NGR may be denied to a Registered Party if the Registered Party:
- (a) owes Usage Fees due and payable under this Deed;
 - (b) is in breach of any of the Terms of this Deed;
 - (c) can not quote the Security Code;
 - (d) is unable to quote the NGR Card Number for the Details requested;
 - (e) endeavours to or accesses the NGR contrary to their membership or conditions of access under this Deed or the Rules; or
 - (f) being a Member Level 3, is unable to satisfy the Supplier, in its absolute discretion, that the Member is a genuine Commodity Trader.

5. SUPPLIER'S UNDERTAKINGS

- 5.1 During the Term the Supplier will:
- (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) the Registered Party; or
 - (ii) undertakes an Approved Dealing with the Registered Party; and
 - (iii) is willing to register his or her Details with NGR;
 - (b) collect the Details from the Grower/Producer before issuing the NGR Card by means of an application form which attaches the Privacy Policy and obtain from the Grower/Producer the authority to release the Details to the Registered Party according to the Registered Party's Member Level;
 - (c) require the Grower/Producer to agree that the Registered Party may act in reliance on the Details to make payments to the payees listed for the NGR Card or otherwise transact business with the Registered Party;
 - (d) maintain the NGR through the Operator and provide reasonable access to Growers/Producers to update or change their NGR Card Details;

- (e) update the NGR to reflect changes to the Details as advised by Growers/Producers from time to time;
- (f) allow the Registered Party access to certain data in accordance with the Registered Party's Member level ;
- (g) disallow Registered Users access to data except in accordance with their Member level;
- (h) in all other respects comply with the Privacy Policy and Privacy Laws and ensure its employees and agents are aware of and comply with the Privacy Policy and Privacy Laws; and
- (i) in all other respects comply with AML/CTF.

6. REGISTERED PARTIES UNDERTAKINGS

6.1 A Registered Party will:

- (a) on signing this Deed, complete the Registered Party details confirming:
 - (i) the Member level required by the Registered Party; and
 - (ii) the purpose of accessing data on the NGR (for example, identification purposes);
- (b) pay the fees set by the Supplier in accordance with this Deed;
- (c) upon signing this Deed, advise NGR of the estimated Listings for the Term:
- (d) comply with the Rules;
- (e) take all reasonable steps to ensure the confidentiality and security of the Security Code and the NGR Card numbers;
- (f) comply with the Privacy Policy and Privacy Laws in respect of the date and Details, and will at all times:
 - (i) ensure the details are stored, used, disclosed and destroyed in a secure manner;
 - (ii) ensure the details are protected against misuse and loss, or unauthorised access, modification or disclosures;
 - (iii) have procedures in place to deal with complaints or requests for access from Growers/Producers;
 - (iv) notify the Supplier if it becomes aware of any breach of its obligations under the Privacy Policy or this sub-clause 6.1 and comply with any reasonable direction from the Supplier with respect to remedying that breach;

- (v) ensure the Registered Party's employees and agents are aware of and comply with the Privacy Policy, Privacy Laws and the requirements of this sub-clause 6.1;
 - (vi) have and distribute upon request and, if it has a website, publish on its website, a Privacy Policy that addresses the Registered Party's intended use of the Grower/Producer Details or data provided by the NGR.
- (g) advise the Operator as soon as practicable after it becomes aware of any incorrect details on the NGR;
 - (h) not attempt to obtain the NGR Card numbers or data of Growers/Producers (for example by touting or trawling for such information) not listed against the Registered Party or contrary to its Member level;
 - (i) not make the details of a Grower/Producer (with the exception of the details on the face of the NGR Card and the Principal Contact's address and/or telephone number) available to any third party except with a third party that is an Associated Entity of the Registered Party, in any form, unless that third party is also a Registered User and that third party has paid the Usage Fees to the Supplier;
 - (j) not use a Grower's/Producer's payment details or Confidential Information for any purpose other than:
 - (i) the payment to the Grower/Producer for purchases of Agricultural Product;
 - (ii) invoicing for the provision of services to the Grower/Producer;
 - (iii) any mandatory returns to the Australian Taxation Office or other government body in respect of such transactions; or
 - (iv) any other purpose authorised by the Grower/Producer; or
 - (v) passing those Grower/Producer details on to another Registered User of the NGR for any of the purposes specified in paragraphs (i) to (iv).
 - (k) ensure that any Associated Entity or Subsidiary nominated in Schedule 1 complies with the Registered Party's Undertakings and all other terms and conditions of the Registered Party Deed.
 - (l) not, either during or after the Term:
 - (i) take commercial advantage of or use Confidential Information other than as prescribed by this Deed or otherwise by law;

- (ii) disclose to a third party any Confidential Information belonging to the Supplier;
- (iii) allow any of its Associated Entities, Subsidiaries directors, shareholders, employees or agents to use for commercial advantage any Confidential Information belonging to the Supplier other than as prescribed by this Deed or otherwise allowed by law;
- (m) will take all reasonable means to:
 - (i) protect the Confidential Information of the Supplier obtained by the Registered Party during the Term;
 - (ii) prevent any conflict between the Supplier's business interests and the Registered Party's financial interests; and
 - (iii) act honestly and in good faith towards the Supplier.

7. USAGE FEES

- 7.1 A Member Level 0 will:
 - (a) pay to the Supplier a joining fee of 1,250.00 exclusive of GST for the first time it joins the NGR;
 - (b) pay to the Supplier an annual administration fee of \$750.00 exclusive of GST;
 - (c) pay the joining and annual administration fee to the Supplier within fourteen (14) days of receipt of a tax invoice in respect of such fee from the Supplier.
- 7.2 A Member Level 2 will:
 - (a) pay to the Supplier a joining fee of \$1,250.00 exclusive of GST for the first time it joins the NGR;
 - (b) pay to the Supplier a rejoining fee (if applicable) after ceasing for any reason to be entitled to access to the NGR;

- (c) pay to the Supplier the Usage Fee set by the Supplier and calculated, subject to an adjustment under clause 7.8, on the number of Unique Listings as follows:

	<u>Listings</u>	<u>Listing per annum</u>
Band 1	0+	\$ 6.34
Band 2	500+	\$ 6.30
Band 3	800+	\$ 6.27
Band 4	1000+	\$ 6.23
Band 5	1500+	\$ 6.20
Band 6	2000+	\$ 6.16
Band 7	3000+	\$ 6.13
Band 8	5000+	\$ 6.09
Band 9	10000+	\$ 6.06
Band 10	15000+	\$ 6.02

7.3 A Member Level 3 will:

- (a) pay to the Supplier a joining fee of \$1,250.00 exclusive of GST for the first time it joins the NGR;
- (b) pay to the Supplier a rejoining fee (if applicable) after ceasing for any reason to be entitled to access to the NGR;
- (c) pay to the Supplier the Usage Fees set by the Supplier and calculated, subject to an adjustment under clause 7.8, on the number of Unique Listings as follows:

	<u>Listings</u>	<u>Listing per annum</u>
Band 1	0+	\$ 9.41
Band 2	500+	\$ 9.36
Band 3	800+	\$ 9.31
Band 4	1000+	\$ 9.26
Band 5	1500+	\$ 9.20
Band 6	2000+	\$ 9.15
Band 7	3000+	\$ 9.10
Band 8	5000+	\$ 9.05
Band 9	10000+	\$ 9.00
Band 10	15000+	\$ 8.94

- 7.4 (a) The Supplier will notify the Registered Party in writing of the Usage Fees for the succeeding period by not later than 30 May ____ in each year.
- (b) The Registered Party may by notice in writing elect to terminate this Deed without prejudice to its accrued rights and obligations under this Deed and otherwise without penalty provided such notice is served on

the Supplier within thirty (30) days of receipt of the Supplier's notification.

- (c) If the Registered Party does not serve such notice it shall be taken to be bound to pay the usage fee so notified in accordance with this Deed for the succeeding period.
- 7.5 (a) The Registered Party (other than a Member Level 0) will be invoiced monthly, quarterly or annually for the usage fee based on the number of Listings of that Registered Party in the preceding period;
- (b) The Registered Party must pay the invoice within fourteen (14) days of receipt of a tax invoice in respect of such fee.
- 7.6 The monthly invoice for the initial period will be calculated on the total number of Registered Party Growers during the period pro-rated over twelve (12) months.
- 7.7 The Registered Party (other than a Member Level 0) is liable to pay to the Supplier in respect of each period the shortfall between:
- (a) the applicable Usage Fees payable under this Deed in respect of the actual Registered Party Listings; and
 - (b) the Usage Fees actually paid by the Registered Party in respect of that period based on its Listings for the previous period.
- 7.8 On or prior to 30 June of each year the Supplier will provide to the Registered Party a reconciliation statement and, if an amount is owing by the Registered Party, an invoice, in respect of the preceding period specifying:
- (a) the Usage Fees payable for the Registered Party's Unique Listings for the period;
 - (b) the Usage Fees paid by the Registered Party for the period;
 - (c) the amount (if any) payable by the Registered Party for the shortfall between the amounts specified in sub-paragraphs (a) and (b);
 - (d) the amount (if any) due to the Registered Party by the Supplier for the surplus of the amounts specified in sub-paragraphs (a) and (b).
- 7.9 In the event that the Usage Fees paid by the Registered Party (other than a Member Level 0) in respect of a period exceed the annually adjusted Usage Fees payable in respect of the Listings for the period, the Supplier will refund the difference to the Registered Party.
- 7.10 The Registered Party must pay the amount specified in clause 7.6 within 14 days of receipt of a tax invoice for such amount.

7.12 The Supplier reserves the right to review and change the principles of the setting of the Usage Fees for any period commencing after 30 June 2010.

8. GOODS AND SERVICES – RECIPIENT CREATED TAX INVOICES

- (a) The Registered Party confirms that it is a registered entity for the purposes of *A New Tax System (Goods and Services Tax) Act 1999* (“GST Act”).
- (b) The Registered Party agrees to advise the Grower/Producer through NGR if the Registered Party ceases to be registered under the GST Act.
- (c) Where the Grower/Producer provides NGR with an Australian Business Number, NGR agrees to provide the Registered Party with a Grower’s/Producer’s Australian Business Number where that Grower/Producer supplies Agricultural Product to the Registered Party.
- (d) The Registered Party agrees to issue the Grower/Producer with a recipient created tax invoice (RCTI) in accordance with the Act and *A New Tax System (Goods and Services Tax) Regulations 1999* (“GST Regulations”) within twenty-eight (28) days of the delivery of Agricultural Product by the Grower/Producer to the Registered Party or within twenty-eight (28) days of the determination of the value of that supply, whichever is the latter.
- (e) The Registered Party agrees not to issue a RCTI if any of the RCTI Agreement requirements are not met.
- (f) The Registered Party agrees to provide the following statement on all RCTI’s for Growers/Producers “This is a reminder that you agreed to allow us to issue RCTI’s when you signed the NGR Registration Form.”
- (g) The Registered Party appoints the Supplier as its agent to procure a “written RCTI agreement” for the purposes of the GST Act, the GST Regulations and any GST Ruling.
- (h) The parties expressly acknowledge and agree to read this clause with any other agreement entered between them, as the Registered Party’s agent and any Grower/Producer.

9. RULES

- 9.1 The Supplier may make Rules relating to the NGR necessary to regulate the efficient, secure, orderly and lawful use of the NGR by all Registered Parties – for example the required procedure for lost Security Codes and different levels of access depending on the level of the Registered Party's membership.
- 9.2 The Supplier shall publish to each Registered User and provide to the Registered Party the Rules that apply to the NGR from time to time.

10. TERM AND EXPIRY

- 10.1 The initial Term of this Deed is from the Commencement Date until 30 June 2011 ("the initial period").
- 10.2 The initial period shall be renewed every twelve (12) months, each twelve (12) month extension of this Deed being referred to as a "renewal period".
- 10.3 This Deed shall be renewed automatically unless either party notifies the other in writing at least thirty (30) days prior to the expiry of the initial period or a renewal period, as the case may be, that it does not wish to renew the Deed.

11. ACCURACY COMPATABILITY AND SUITABILITY OF INFORMATION

- 11.1 The Supplier is reliant on the Grower/Producer for the accuracy or currency of the Details. The Supplier does not represent that the Details as provided to the Supplier are accurate or current.
- 11.2 The Supplier does not represent that the supply in electronic form of the NGR information will be compatible with the Registered Party's information systems. It is the responsibility of the Registered Party to satisfy itself about these matters.
- 11.3 Unless required by statute, the Supplier gives no warranty, or undertaking and makes no representation to the Registered Party about the suitability of, or fitness of the NGR or the Details for the Registered Party's purposes other than those warranties, undertakings or representations expressly set out in this Deed.

12. WARRANTIES BY SUPPLIER

The Supplier warrants, as of the date of this Deed, that:

- (a) it has the authority to enter and to perform its obligations under this Deed;
- (b) it has the ability to perform its obligations under this Deed;
- (c) it has the necessary authority to provide the Details to the Registered Party for the purposes authorised by this Deed; and
- (d) the use of the Details by the Registered Party in accordance with this Deed will not infringe the rights of any person or contravene any law.

13. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

- 13.1 Neither the Operator nor any party to this Deed will be liable to the other party 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 the other party whether caused by a breach of this Deed, negligence on the part of a party or otherwise, and whether that party was aware or should have been aware of the possibility of such loss or damage.
- 13.2 Subject to the other provisions of this Deed, including sub-clause 13.1, the Supplier indemnifies the Registered Party from and against all costs, claims, actions, losses, damages or expenses sustained by the Registered Party arising out of:
- (a) any wrongful or negligent acts or omissions of the Supplier or the Operator; or
 - (b) any breach by the Supplier of the terms or warranties of this Deed.
- 13.3 Subject to the other provisions of this Deed, including sub-clause 13.1, the Registered Party indemnifies the Supplier and the Operator from and against all costs, claims, actions, losses, damages or expenses sustained by the Supplier or the Operator arising out of any breach by the Registered Party of the terms of this Deed.
- 13.4 The Supplier will provide upon request a certificate of currency evidencing that the Operator carries professional indemnity insurance of at least five million dollars (\$5,000,000.00) covering any negligence on the part of the Operator.

- 13.5 The Supplier acknowledges and agrees that:
- (a) in compliance with its obligations under clause 5.1(c) it will procure a warranty from each Grower/Producer that the Details provided by them are accurate, and an indemnity in favour of the Supplier and a Registered Party, with respect to any loss, damage, tax or fine suffered or incurred by either the Supplier or the Registered Party if the Details are not accurate;
 - (b) subject to the limitation provided in clause 13.1 and 13.5(c), the Supplier indemnifies the Registered Party with respect to any loss, damage, tax or fine suffered or incurred by the Registered Party in the event that the Details are not accurate due to the Supplier having been provided with inaccurate information by the relevant Grower/Producer;
 - (c) the Supplier's liability under the indemnity in clause 13.5(b) is limited to the higher of the following amounts:
 - (i) the amount that is recovered by the Supplier from the relevant Grower/Producer under the indemnity obtained from that Grower/Producer referred to in clause 13.5(a); or
 - (ii) the amount of the cost to the Supplier of supplying the service again; or
 - (iii) the amount being the cost of having the service supplied again.
- 13.6 Nothing in this clause obliges the Supplier to commence proceedings or take action against a Grower/Producer whether in its own right or on behalf of a Registered Party in respect of a breach of warranty by a Grower/Producer.

14. TERMINATION

- 14.1 A party may not, even for anticipatory breach, terminate this Deed except in accordance with the following clauses:
- (a) Clause 10 (Term and Expiry);
 - (b) Clause 7.4(b) (Notification of Usage Fees);
 - (c) Clause 16.11 (Change of Law);
 - (d) Clause 16.12 (Force Majeure);
 - (e) The following provisions of this clause 14.
- 14.2 Either party may terminate this Deed with immediate effect by giving notice to the other party ("Notified Party") if:

- (a) the Notified Party breaches any provision of this Deed and fails to remedy the breach within fourteen (14) days after receiving notice requiring to do so; or
 - (b) any event referred to in clause 14.1 happens to the Notified Party.
- 14.3 Each party (Notifying Party) must notify the other party immediately if:
- (a) the Notifying Party disposes of (part or all of) its assets, operations or business other than in the normal course of business;
 - (b) the Notifying Party enters into any arrangement between itself and its creditors;
 - (c) the Notifying Party ceases to be able to pay its debts as they become due;
 - (d) the Notifying Party ceases to carry on business;
 - (e) a mortgagee enters into possession or disposes of part or all of the Notifying Party's assets or business; or
 - (f) a receiver, a receiver manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person is appointed over part or all of the Notifying Party's assets or business.
 - (g) The Registered Party at any time is acting in the capacity of trustee of any Trust ("Trust") and in that event the following shall apply:
 - (A) This Deed extends to all rights of indemnity which the Registered Party has against the Trust;
 - (B) The Registered Party warrants that it has power and authority to enter this Deed and the Registered Party 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) The Registered Party must not without the written consent of the Operator allow any of the following events to occur:
 - (i) the replacement of the Registered Party 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.
 - (D) It will be an event of default under this Deed if the Registered Party is guilty of any breach of trust in respect of the Trust or ceases to be the sole trustee of the Trust or allows any of the events described in 14.3(g)(C) to occur.

- 14.4 If a party terminates this Deed under this clause:
- (a) the accrued rights and remedies of each party remain unaffected; and
 - (b) the terminating party may recover its damages arising out of:
 - (i) the other party's breach of this Deed, including without limitation the breach that gave rise to the right to terminate; and
 - (ii) termination of this Deed.

15. DEFAULT INTEREST

- 15.1 The Registered Party must pay interest at the Interest Rate on any moneys due but unpaid under this Deed calculated on daily rests from the date of due payment until actual payment.

16. GENERAL

- 16.1 (a) This Deed is governed by the law in force in Queensland;
- (b) Each party submits 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 this Deed, and waives any right it might have to claim that those courts are an inconvenient forum.
- 16.2 Each party shall bear their own expenses incurred in connection with:
- (a) the negotiation, preparation, and execution of this Deed;
 - (b) the transactions that this Deed contemplates; and
 - (c) any amendment to, or any consent, approval, waiver, release or discharge of or under, this Deed,
- and the Supplier will bear the costs of any stamp duty payable in respect of this Deed.
- 16.3 Each party must do anything (including execute any Deed), and must ensure that its employees and agents do anything (including execute any Deed), that may reasonably be required to give full effect to this Deed.
- 16.4 A right may be waived by a party 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.
- 16.5 (a) This Deed contains the entire agreement between the party's about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed and has no further effect.
- (b) Any right that a party may have under this Deed is in addition to, and does not replace or limit, any other right that the party may have at law or in equity.
 - (c) Any provision of this Deed which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed enforceable, unless this would materially change the intended effect of this Deed.
- 16.6 Where this Deed contemplates 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 this Deed expressly contemplates otherwise.
- 16.7 A party may not set off any amount that is or may become owing by the party to the other party against any amount owing by the other party to the party under this Deed.
- 16.8 Nothing in this Deed merges with any other judgment or other right or remedy that a party may hold at any time.
- 16.9 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 this Deed is excluded to the full extent permitted by law.
- 16.10 If this Deed is inconsistent with any other document or agreement between the parties, this Deed prevails to the extent of the inconsistency.
- 16.11 In the event that a change of law makes the performance by a party under this Deed unlawful, the parties agree to use their best endeavours to re-negotiate the terms of this Deed. If they cannot agree within sixty (60) days of the commencement of the relevant legislation, either party may terminate this Agreement without prejudice to each party's accrued rights but otherwise without penalty.

- 16.12 A party shall not be liable for any delay in or failure of performance caused by Force Majeure (provided that delay in payment of money under this Deed 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 this Agreement without prejudice to each party's accrued rights but otherwise without penalty.
- 16.13 This Deed may be executed in counterparts.
- 16.14 Each person who executes this Deed on behalf of a party under a power of attorney declares and warrants that he or she:
- (a) has proper authority by that power of attorney to perform his or her obligations under this Deed;
 - (b) has not received notice of Revocation of Power of Attorney;
 - (c) is not aware of any fact or circumstance that might affect his or her authority to act as attorney under that Power of Attorney; and
 - (d) will provide to the Supplier a certified copy of the Power of Attorney upon request.

EXECUTED as a deed

SIGNED SEALED AND DELIVERED

by the Registered Party by its duly
authorised officer in the presence of:

Signed:
Title of officer: _____
Name of officer: _____
Date:/...../.....

Witnessed

Signed:
Title of witness: _____
Name of witness: _____
Date:/...../.....

SCHEDULE 1
(insert here)

PRIVACY POLICY

1. IDENTITY OF COLLECTING ORGANISATION

We are National Grower Register Pty Ltd. We own and are responsible for operating a central register of Grower/Producer contact and payment details for the use by commercial organisations operating within the agricultural sector, (“registered parties”). For an up to date list of registered parties please refer to our web site (www.ngr.com.au) or contact the Privacy Officer (see below).

COMMITMENT TO PRIVACY AND RESPONSIBLE USE OF INFORMATION

National Grower Register Pty Ltd is committed to the privacy of individuals and the responsible use of information collected from individuals. We will not make the information available to a registered party unless that registered party has committed to us in writing that it will observe this Privacy Statement.

INFORMATION WE COLLECT

Through our registration process we may collect the following details in respect of Grain growers and others:

- A. Contact and identification information
 - the name of the individual or business entity to which the NGR Card will be issued;
 - the names and addresses of the persons or entities that are payees in respect of the NGR Card;
 - the name and address of the principal contact for the individual or business entity to which the NGR Card will be issued;
 - any available electronic contact details for the principal contact and payees;
 - the location of the main Agricultural Product producing property contributing Agricultural Product to be sold using the NGR Card;
 - birth date and mother’s maiden name.
- B. Payment information
 - the percentage split of payments to go to each of the payees;
 - the preferred method of payment (cheque or direct credit);
 - the bank BSB and account number of each of the payees;
 - the Australian Business Number of the business entity (if provided);
 - the GST status of the payees.
- C. Additional Data (possible future NGR data capture)
 - Crop forecasting information;
 - Financial institutions for the purposes of harvest loans;
 - Levies and/or End Point Royalties;

- Use of the NGR website not limited to but includes type of browser, IP address, documents downloaded, date and time logged on, length of time logged on.

IF THE INFORMATION IS NOT PROVIDED IN FULL

If the contact and identification and payment information is not supplied in full, or at all, it may result in delays in payment for Agricultural Product, the outturn of Agricultural Product or transfer of title to Agricultural Product to another party.

USE OF INFORMATION

NGR distinguishes between **payment information** and **contact and identification information**. NGR recognises the sensitive nature of the payment information and undertakes that it will not divulge or use the payment information to any third party other than to a Registered Party or as required by law. NGR will however divulge and make use of the contact and identification information for purposes ancillary to the goods or services we and the Registered Party's provide, for example marketing purposes, administration purposes or to satisfy NGR's legal obligations and allow it to discharge its duty of care.

Payment Information

We may contact the supplier of this payment information ("the grower") when necessary on issues relating to the accuracy and currency of the register. **We pledge not to release your payment information to any other party other than registered party's** to whom a Grower/Producer has supplied his or her NGR Grower Card number in connection with a transaction with that registered party.

The registered party's may only use the payment information to:

- (a) make payment for the purchase of grain;
- (b) provide mandatory returns to the Australian Tax Office or other government bodies as required by law;
- (c) any other purpose approved by the Grower/Producer.

We and the registered party's will not use this payment information for any purpose which is not related to the goods or services we and the registered party's provide to the Grower/Producer or for any other purpose for which the supplier would not reasonably expect us or the registered party's to use the information. NGR does not rent, sell or release personal data to third party's (except as stated above).

Contact and Identification Information

From time to time, NGR may contact you with offers from third party's. We will also provide this information to registered party's to whom a Grower/Producer has supplied his or her NGR Grower Card number in connection with a transaction with that registered party. The registered party may use this information for the following purposes:

- (a) marketing or selling the goods or services of the registered user;

- (b) facilitating commercial transactions (for example invoicing) between the Grower/Producer and the registered user;
- (c) communicating issues of importance to the Grower/Producer;
- (d) preparing statistical information and research;
- (e) monitoring commercial activity for share holding purposes;
- (f) supplying the information for third party marketing;
- (g) any other purpose authorised by the Grower/Producer.

The supplier of the information will always be given the opportunity to 'opt-out' of the use of the information for any purpose not otherwise related to the provision by the registered party of goods or services, by contacting the registered party directly.

ACCESS AND CORRECTION

The information on the register relating to a Grower/Producer is available to that person on request or through our web site. Alternatively a copy of the information may be obtained from a registered party possessing that information. Corrections may be made to the register by contacting the operator. We may require, for security reasons, that certain information affecting the rights of other party's e.g., payment percentages, may only be corrected with the authority of the other party's.

SECURITY OF CAPTURED DATA

The information collected by us is stored on a secure server. The operator is bound by strict confidentiality provisions and access protocols. Each of the registered party's is obliged to take steps to secure the data sent to it by us. All stored information is protected from unauthorised access through the use of secure passwords, user log-ons and other security measures.

COMPLAINTS

Complaints regarding the privacy of the information supplied to us may be made by contacting the Privacy Officer. Complaints regarding the use of the information by any of the registered party's should be directed to that party. Each registered party is obliged to have a mechanism in place to deal with complaints regarding the misuse of information on the register.

Privacy Officer

National Grower Register Pty Ltd

PO Box 3526

Toowoomba Village Fair Qld 4350