

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
- 1.3 By using the Register and myNGR you accept and agree to be bound by these Terms and our Privacy Policy 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 These Terms form the terms and conditions of the contract between NGR and you.
- 1.6 We may amend these Terms at any time in our absolute discretion by publishing amended Terms to the Website www.ngr.com.au.
- 1.7 You agree the amended 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.
- 1.8 You consent to electronically enter transactions and electronically sign agreements and document with NGR.
- 1.9 Your continued use of the Register and myNGR after we publish amended Terms constitutes your acceptance to be bound by them.
- 1.10 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 AND myNGR

- 2.1 We have established a Register of Grower Data known as the National Grower Register.
- 2.2 A Grower's Account and Data recorded on the Register may be accessed by a Data Subscriber and an Authorised User of a Data Subscriber with your consent and subject to our requirements.
- 2.3 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 and your own User Account.
- 2.4 Access to myNGR is via a revocable, non-exclusive and non-transferable licence to access and use myNGR via an Access Method.

2.5 We own and/or have rights including Intellectual Property Rights to the Register and myNGR.

2.6 We may appoint a service provider to host myNGR or the Register from time to time.

3. GROWERS & USERS

3.1 A person acting on behalf of a Payee may apply to become a User of myNGR and the Register by following the process prescribed by us from time to time. The Users are responsible for the self-administration and maintenance of the Grower Account, and all information contained within them.

3.2 Upon registration as a User of a Grower Account, a User:

- (a) will be issued with a User Identification Number;
- (b) acknowledges that their User Contact Details may be disseminated to Data Subscribers;
- (c) represents and warrants that they have Authorisation to act on behalf of the Payee;
- (d) acknowledges they are responsible for the creation, self-administration and use of their User Account and Grower Account, and all information contained within them;
- (e) must nominate and register a Payee for whom they have Authority to act and who is linked to the Grower Registration Number of the associated Payee.

3.3 As a User of a Payee, you may change the details on a Grower Account, but only in accordance with the Required Approvals of the Users of the Grower Account (if applicable) and in accordance with our requirements as specified from time to time.

3.4 Once a User is registered and their User Account established, the User may apply to register a Payee and associated Grower Registration Numbers on the Register. To register a Payee on the Register a User must:

- (a) be registered as a User;
- (b) have Authorisation to register the Payee on the Register and on myNGR by creating and completing the Payee registration process;
- (c) specify the Required Approvals for the Payee;
- (d) agree to be bound by these Terms and Privacy Policy;

- (e) do everything we ask of that person including providing any information we need to register the Payee including to establish a Payee's and User's identity.
- 3.5 To register a Grower Registration Number on the Register a User must:
- (a) be registered as a User and linked to a registered Payee;
 - (b) have Authorisation to act on behalf of the Payee to enter into relationships with Data Subscribers either individually or by Sharefarming arrangement (if applicable);
 - (c) 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 register the Grower Registration Number including to establish the formalised Sharefarming arrangement, if applicable.
- 3.6 Once the Grower Account is registered:
- (a) an NGR Card will be assigned a unique Grower Registration Number by us;
 - (b) the Payees attached to that Grower Registration Number will be issued a unique Payee Identification Number;
 - (c) the physical NGR Card in respect of that Grower Registration Number will be issued to the person nominated by the User to receive the NGR Card;
 - (d) a User attached to that Payee will be issued with a User Identification Number;
 - (e) the Users attached to that Grower Account have the right and are responsible to, subject to these Terms, access myNGR and to maintain and self-administer the Grower's Account on behalf of the Payee;
 - (f) the Grower's Data will be entered on the Register and may be accessed by Data Subscribers of the Grower Account;
 - (g) The User's Contact Details may be disseminated to a Data Subscriber who is Listed against the Grower Registration Number of the Grower Account.
- 3.7 We may agree or refuse to register a Grower Account, and those parties contain within it on the Register without assigning any reason therefor.
- 3.8 The Users must in accordance with their Required Approvals nominate a Primary User in respect of their associated Payee.
- 3.9 In respect of a Sharefarming arrangement:
- (a) the Payees must in accordance with their Required Approvals nominate a Primary Payee in respect of their associated NGR Card;
 - (b) The User of the nominated Primary Payee must:
 - (i) be registered as a User on myNGR;
 - (ii) act in accordance with the Required Approvals of the Grower;
 - (iii) 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; and
 - (iv) acknowledge that their User Contact Details may be the sole User Contact Details provided to Data Subscribers.
- 3.10 Any change to a Grower Account may be notified to a User of that Grower Account in writing or otherwise notified to a User within myNGR. The change will only be effective upon your notification in writing of your acceptance of that change.
- 3.11 We may de-register a Grower Account and refuse, cancel or suspend access to myNGR or the Register or any part of them by a Grower or User, at any time in our sole discretion:
- (a) to protect the integrity of myNGR, the Register, and all Confidential Information;
 - (b) for our operational requirements;
 - (c) to address legal or regulatory change or compliance;
 - (d) to ensure compliance with these Terms;
 - (e) if we believe, acting reasonably, that you have breached these Terms; or
 - (f) for any other reason that we consider, acting reasonably, compels or requires us to do so.
- 3.12 We may inform you of that cancellation, suspension or deregistration. On cancellation, suspension or deregistration we will inform you of the cancellation, suspension or deregistration of the Grower Registration Number.

3.13 Upon cancellation, suspension or deregistration of a Grower's Registration Number:

- (a) subject to clause 3.14(d), no person except for NGR may access the Grower's Data;
- (b) subject to clause 3.14(d), we will not disclose or allow access to a Grower's Data on myNGR or the Register from the date of such cancellation, suspension or deregistration, although a Grower's Data already supplied to a Data Subscriber may still be held by them;
- (c) the NGR Card must not be used and should be destroyed; except that
- (d) for a deregistered NGR Card, we will continue to provide the face of the NGR Card information and a Payee's trading name to a Data Subscriber Listed on a deregistered NGR Card.

4. PARTNERSHIPS AND SHAREFARMING ARRANGEMENTS

4.1 This clause applies to a Payee who is in a Partnership or in a Sharefarming arrangement.

4.2 Each person in the Partnership or Sharefarming arrangement must be registered as a Payee to use myNGR and each User of the Payee must be registered with us to use myNGR.

4.3 The Payees in respect of the Partnership or Sharefarming arrangement must in accordance with their Required Approvals nominate a Primary Payee and a Primary User in respect of their associated NGR Card.

4.4 The number of Payees in the Sharefarming arrangement must equate to the number of Required Approvals for the NGR Card and must equal one hundred percent.

5. OUR PROMISES TO YOU

5.1 We promise and agree to:

- (a) use our best endeavours to operate and maintain the Register and myNGR;
- (b) act in reliance on the Grower Data to allow you to maintain and self-administer your User Account and the Grower Account on myNGR, and otherwise transact business with a Data Subscriber;

(c) comply with these Terms, our 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;

(d) 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;

(e) refuse access to a Proscribed Person.

6. YOUR PROMISES TO US

6.1 Each User promises and agrees:

(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 Data;

(b) when accessing myNGR you must use a valid Login Name, Password and correctly answer your Security Questions and Answers selected by you;

(c) when contacting us you must correctly answer your Security Questions and Answers selected by you;

(d) you will not divulge your User Authority Credentials or your Security Questions & Answers to any third party;

(e) you are responsible to protect and maintain:

(i) the currency, integrity and security of myNGR utilised by you;

(ii) the User Authority Credentials, encryption keys or any other information relating to the Access Method, authentication or security of myNGR;

- (iii) the currency, integrity and accuracy of the Grower Account;
 - (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 or;
 - (ii) a certified copy of one (1) Primary Identification Document and one (1) Secondary Identification Document;
 - (iii) your Authorisation to act for a Grower Account;
 - (i) you must, as soon as possible once you become aware of any incorrect information on the Register or myNGR, update and correct that incorrect information;
 - (j) 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;
 - (k) you must notify us of any adverse material change that may affect your business dealings with us or your Data Subscribers.
- 6.2 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.
- 6.3 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.

7. USE OF INFORMATION

- 7.1 You authorise and consent to us:
- (a) releasing, providing and disseminating the Grower Account Data to Users, Data Subscribers and their Authorised Users as Listed and nominated by you;
 - (b) sending you notices, Confirmation Codes, alerts, and notifications via Electronic Equipment, post, facsimile, SMS, email, or push notification service and we reserve the right to change the way in which we communicate with you;
 - (c) using your information for the purposes specified in our Privacy Policy including using at any time, and from time to time, the Grower Data for our, the Supplier and/or the Operator's operational requirements including the operation of the Register and myNGR;
 - (d) at any time granting to ourselves, the Supplier and/or the Operator the same benefits that you have agreed to grant us and our Data Subscribers under these Terms.
- 7.2 We will retain all documents and information stored electronically and recorded on myNGR indefinitely, however physical hard copy documents are retained by us for a period of seven (7) years from the date of the document or date of creation of the document on myNGR.
- 7.3 You consent to us securely destroying your physical hard copy documents and information that we receive from you or on your behalf after a period of seven (7) years from the date of the document or the date of creation of the document.
- 7.4 You may, before this time, request us in writing to return or otherwise destroy your documents and information.

7.5 A Grower's Details and/or User's Contact Details already supplied by us to a Data Subscriber Listed on the Grower may still be held by the Data Subscriber.

8. THIRD PARTY IDENTIFIERS

8.1 An NGR Card may, using myNGR, establish a link between the Register Identifier to which you are a Payee (the "Register Identifier") and the Grower Registration Number allocated by a third party (the "linked registration number").

8.2 A Data Subscriber quoting the linked registration number shall be entitled to a Grower's Data held by us in respect of the Grower Account and the Register Identifier.

8.3 Any deliveries to a third party using the linked registration number shall be deemed a delivery against the Payee Identification Number and we and the Data Subscribers shall be entitled to deal with you in respect of that delivery on the basis of the Grower Details registered against the Register Identifier.

8.4 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.

9. RCTI AND GST

9.1 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.

10. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

10.1 You agree that we are not 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.

10.2 You acknowledge and agree that our liability and the Operator's liability is limited to the higher of the following amounts:

- (a) in the case of services supplied or offered by us or the Operator, the supply of the services again, or the payment of the cost of having the services supplied again; or
- (b) in the case of goods supplied or offered by us 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.

10.3 You agree that under no circumstances (including but not limited to any act or omission by us or negligence on our part), will we be liable to you relating to the misuse of the Register, myNGR or your information by any third party whether directly or indirectly including access by a third party by way of cyber event or cyber attack.

10.4 You assume the entire risk for any use made of myNGR and the Register and shall indemnify us in relation to your use of myNGR and the Register.

10.5 To the maximum extent permitted by law, we give no warranty or undertaking and make no representation to

you about the suitability of, or fitness 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.

10.6 Any other warranty, representation or condition or undertaking is excluded.

10.7 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;
- (c) We do not represent or warrant that:
 - (i) access or use of myNGR or the Register will be uninterrupted or error free;
 - (ii) any errors or deficiencies will be rectified or that myNGR or the Register is free of harmful components such as viruses or malware;
 - (iii) the use of myNGR or the Register by you will be lawful regardless of whether it is permitted under these Terms;
 - (iv) myNGR or the Register will exist and be maintained for any period of time.

10.8 You agree to indemnify us and each Data Subscriber and their Authorised Users against any Claims or Liabilities arising out of your use (including unauthorised use) of or access to the Register or myNGR, or the lawful exercise of our rights pursuant to these Terms.

10.9 You agree to indemnify us and each Data Subscriber and their Authorised Users from and against all Claims and Liabilities suffered or incurred by either us or a Data Subscriber if the information provided to us is not accurate or we have been provided with inaccurate information by you or someone else on your behalf.

11. VOLUNTARY MEMBERSHIP, SUBSCRIPTIONS AND LEVIES

11.1 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.

12. TERMINATION

12.1 We may terminate this agreement on 30 days’ notice in writing to you including for the reasons set out in clause 3.12.

12.2 You may terminate this agreement on 30 days’ notice in writing to us.

12.3 Upon termination of this agreement, your registration is cancelled and you must cease all use of the Register, myNGR and your NGR Card.

12.4 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.

13. GENERAL

13.1 Governing Law

These Terms are governed by the law in force in Queensland. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any Court that may hear appeals from any of those Courts, for any proceedings in connection with these Standard Terms and Conditions, and waives any right you might have to claim that those Courts are an inconvenient forum.

13.2 Costs

You will bear your own expenses incurred in connection with the transactions that these Terms contemplate and any amendment to, or any consent, approval, waiver, release or discharge of or under, these Terms.

13.3 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.

13.4 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.

13.5 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.

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.

13.6 Consent

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

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

13.7 No Merger

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

13.8 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.

13.9 Inconsistency

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

13.10 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 renegotiate 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.

13.11 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.

13.12 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.

13.13 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 Data 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.

14. **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 a Data Subscriber.

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

Authorised User means a person who acts on behalf of a Data Subscriber and who the Data Subscriber lists as having authority to act for it on its Application Form or otherwise in writing.

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

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

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

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise;
- (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.

Data Subscriber 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).

Data Subscriber's Growers means Growers against whom a Data Subscriber is Listed on the Register and whom the Data Subscriber can demonstrate to our reasonable satisfaction have either:

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

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.

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

Grower means a person who delivers, sells or contracts to deliver or sell Agricultural Product and who is registered as such on the Register and myNGR.

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 Data means information contained in your Grower Account or User Account and any information that a User or Grower provides to us, except their Login Name, Password and Security Questions & Answers.

Grower Details means in respect of each Grower:

- (a) the names of the persons or trading entities that are Payees in respect of the Grower Account;

- (b) the User Contact Details for Users in respect of that Grower Account;
 - (c) the address, GPS coordinates and 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;
 - (d) the percentage split of payments to go to each of the Payees;
 - (e) the preferred method of payment (cheque or direct credit);
 - (f) the bank BSB, account number and account name of each of the Payees;
 - (g) the Australian Business Number of the business or trading entity (if provided);
 - (h) the GST status of the Payees,
- and any other information that we may collect from you and provide to a Data Subscriber or their Authorised Users from time to time with your consent.

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

GST has the same meaning as in the GST Law.

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

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

Intellectual Property Rights means all intellectual property rights throughout the world, whether registered, unregistered or unregistrable, in and relating to the Register, myNGR and us including all names, copyright, patents, trademarks, service marks, trade names, designs, confidential information, trade secrets, know how, data and databases, circuit layout rights, systems, domain names, email addresses, post office box numbers, telephone numbers and facsimile numbers of NGR or myNGR.

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 Data Subscriber links to a Grower within the Register including changes to those Listings. A Data Subscriber is Listed on or against a Grower if the Data Subscriber has nominated a Grower as a Data Subscriber's Grower and the Data Subscriber link to the Grower within myNGR or the Register is current.

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 related 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.

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 and who may be:

- (a) an individual producer of Grain, Agricultural Product or other Commodity;
- (b) a partnership or other entity associated for the purpose of producing and selling Grain or other Agricultural Product or other Commodity;
- (c) a trader of Grain which delivers Grain to a bulk grain handling facility or which purchases warehoused Grain;
- (d) any Primary Producer involved in Primary Production; and
- (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.

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:

- (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 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 a Data Subscriber 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) A person who is unable to access the Grower's Data as they do not have a Login Name and Password;
- (b) A person who is unable to answer, upon request, Security Questions & Answers;
- (c) A person who no longer has Authority to access a Grower's Account on the myNGR;

- (d) A person we reasonably suspect or who appears to us to be acting in breach of these Terms or our Privacy Policy or the Privacy Laws;
- (e) A person who is not a Data Subscriber nominated by and Listed on/against 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 Data maintained by us.

Required Approvals means the configuration nominated by Users which specifies the manner in which decisions will be made by the Users of a Grower (or Primary Payee as the case may be).

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

Secondary Identification Documents means:

- Marriage certificate – Australian (issued by State/Territory Registry of Births, Deaths and Marriages);
- Security guard's licence* or Shooter's/Firearms licence;
- Birth card issued by an Australian State/Territory Registrar of Births, Deaths and Marriages*;
- Health care card – Centrelink/Department of Veterans' Affairs;
- Identification card issued to a student at an Australian higher education institution (i.e. TAFE or University)*;
- Medicare card/Centrelink Pension or Veterans' Affairs Pension Card;
- Working with Children check card (Blue Card) – (QLD, VIC, WA)*;
- Public Service employee ID card;
- Australian Taxation Office (ATO) notice issued within the last 12 months and includes the customer's name and residential address;
- A financial benefits notice issued by the Commonwealth or a State/Territory within the last 12 months and includes the customer's

name and residential address (e.g. a notice from Centrelink).

** must contain photograph and signature*

Security Questions & 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 Payee on myNGR and who has Authorisation to access on behalf of that Payee the Grower Account on myNGR and the Register.

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.

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

15. INTERPRETATION

- 15.1 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.
- 15.2 A reference to “We” “us” “our” and “NGR” is a reference to National Grower Register Pty Ltd.
- 15.3 The word “person” includes an individual, a corporation, a partnership, trust or other entity whether incorporated or not.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Headings to these Terms are for ease of reference only and will not in any way affect the construction or interpretation of these Terms.
- 15.8 References to currency are references to Australian dollars.
- 15.9 A reference to these Terms is a reference to these Terms as it may be amended from time to time.
- 15.10 The words “in writing” includes any communication sent by letter, facsimile transmission, email or SMS or notification within myNGR, or any other form of communication capable of being read by the recipient.
- 15.11 A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
- 15.12 These Terms are binding on your executors, administrators and permitted assigns.