

DATA SUBSCRIBER TERMS

1. ACCEPTANCE OF THESE TERMS AND CAPACITY

- 1.1 By initiating the Data Subscriber Registration Process, registering as a Data Subscriber, Authorising any Users or you or any of your Users using any of the Services or the Website, you accept and agree to be bound by these Terms.
- 1.2 Your use of the Website or Services is governed by these Terms and NGR's Privacy Policy. NGR collects, uses, stores and discloses all personal information in accordance with its Privacy Policy, available on its home page.
- 1.3 By accepting these Terms you represent and warrant that you,:
- (a) have full legal capacity to enter into a legally binding contract, and have full legal capacity and power to comply with these Terms;
 - (b) consent to electronically enter into transactions and sign agreements and documents with NGR; and
 - (c) where you are entering into these Terms on behalf of a Data Subscriber, have full legal capacity to enter into a legally binding contract on behalf of that Data Subscriber.
- 1.4 If you do not accept these Terms or such other terms as may be agreed between us, you must not utilise the Register and myNGR.
- 1.5 NGR may amend these Terms from time to time, including:
- (a) to address NGR's operational requirements;
 - (b) due to legal or regulatory changes; or
 - (c) due to changes to the Services NGR may provide from time to time, including the features or the functionality of the Website or the Services.
- 1.6 NGR will publish amended Terms on the Website. You will be asked by NGR to accept the updated Terms but are not obliged to and you may terminate these Terms if you do not accept the amended Terms before they take effect.
- 1.7 The amended Terms bind you on the earlier of your acceptance of the amended Terms or your use of the Website or Services once NGR has amended the Terms. As a Data Subscriber, you agree that use by you or your Users of the Website or Services once NGR has amended the Terms constitutes your acceptance of the amended Terms.
- 1.8 If you are a Data Subscriber and 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 you have against the Trust;
 - (b) you warrant that you have power and Authority to enter into these Terms and you must not release any right of indemnity or commit any breach of Trust or be a party to any other action which might prejudice a right of indemnity;
 - (c) you must notify NGR in writing of a change of the trustee of the Trust; and
 - (d) you must notify us of the name and address of each director of the company trustee on the date these Terms are accepted.
- 1.9 In relation to these Terms, if you act on behalf of any one under a Power of Attorney, you 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) must provide to NGR a certified copy of the Power of Attorney upon request.
- 1.10 You can obtain a copy of the current Terms and NGR's Privacy Policy by accessing the Website www.ngr.com.au or contacting NGR on 1800 556 630.

2. ACCESS TO THE SERVICE, THE WEBSITE AND THE GROWER DATA

- 2.1 NGR has created an internet based software application known as myNGR which:
- (a) establishes a unique online portal for a Data Subscriber and its Authorised User to:
 - (i) register as an Authorised User within myNGR;
 - (ii) create, access and self-administer an Authorised User Account and Data Subscriber Account; and
 - (iii) subject to clause 2.2 and these Terms, access various sections of the Website, Services and access Data of a Data Subscriber's Grower to which the Data Subscriber may subscribe from time to time; and
 - (b) incorporates a digital document management solution for Growers and Data Subscribers.

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- 2.2 NGR has established a Register known as the National Grower Register and has appointed an Operator to maintain the Register. All Intellectual Property Rights, including in and to the Register, the Website and Services, shall at all times remain the absolute property of NGR.
- 2.3 The Access Level and the Services subscribed to by you as a Data Subscriber determine the:
- (a) information you and your Users may be able to access from the Services using the Website;
 - (b) Services NGR provide to you;
 - (c) Fees payable by you to NGR for access to the Data and provision of the Services; and
 - (d) your and your User's rights and obligations which are in addition to the rights and obligations contained in these Terms.
- 2.4 As a Data Subscriber, you and your Authorised Users must register with NGR to obtain access to the Website, Services and a Grower's Data and may only access Grower Data of your Grower if you first register as a Data Subscriber for one or more of the following:
- (a) Confirmation Purposes;
 - (b) Identification Purposes;
 - (c) Subscription Purposes;
 - (d) Contact Purposes;
 - (e) Payment Purposes,
- and provided that you or your User is not in breach of these Terms.
- 2.5 A Data Subscriber for Confirmation Purposes and its Users:
- (a) will be entitled, subject to these Terms, to access limited Subscription Data to confirm an action has been completed by a Grower including, for example, the completion of a Commodity Vendor Declaration, or the completion of an Authority to Act etc; and
 - (b) must not:
 - (i) access or receive any other Grower Data or User Contact Details in respect of a Grower on the Website or by using the Services;
 - (ii) divulge or disclose the unique Grower Registration Number to any third party (including an Associated Entity).
- 2.6 A Data Subscriber for Identification Purposes and its Users:
- (a) will be entitled, subject to these Terms, to adopt the relevant unique Grower Registration Number as an identifier for each of the Data Subscriber's Growers, customers and clients during the financial year in which the Data Subscriber for Identification Purposes is Listed on the Grower Registration Number of the relevant Grower;
 - (b) must not:
 - (i) access or receive any other Grower Data, Grower Details or User Contact Details in respect of a Grower on the Website or the Register;
 - (ii) divulge or disclose the unique Grower Registration Number to any third party (including an Associated Entity whether disclosed or not) for any reason, except as required by law or with our prior consent in writing.
- 2.7 A Data Subscriber for Subscription Purposes and its Users:
- (a) will be entitled, subject to these Terms, to:
 - (i) access Subscription Data matched to a Grower Registration Number of the Data Subscriber's Growers during the Subscription Period in which the Data Subscriber for Subscription Purposes is Listed on the Grower Registration Number of the Grower;
 - (ii) an update in electronic form of the Subscription Data of any of its unique Listings;
 - (iii) request via the Website a Download of and access to Subscription Data in electronic form to its database of any Grower Registration Number Listed on it;
 - (b) must not access or receive any other Grower Data using the Services or the Website, except as expressly provided in these Terms or otherwise allowed or agreed with NGR's prior consent in writing;
 - (c) must not divulge or disclose any Confidential Information or Grower Data (with the exception of the information on the face of the NGR Card and the telephone number of the Primary User of the Primary Payee) to any third party including:
 - (i) an Associated Entity of the Data Subscriber, whether disclosed or not;
 - (ii) an entity that has:
 - A. a different ABN to that of the Data Subscriber;
 - B. a different trading name to that of the Data Subscriber;

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- C. different trading names under the same ABN as the Data Subscriber; or
- D. in the case of a company, a different Australian Company Number to that of the Data Subscriber, for any reason, except as required by law or with NGR's prior consent in writing;
- (d) must not access from the Website or using the Services any Grower Data outside of the Subscription Period in which the Data Subscriber for Subscription Purposes is Listed on the Grower Registration Number of the Grower;
- (e) must not use a Grower's Data outside of the Subscription Period without further direct written Grower consent;
- (f) may, during the Subscription Period, subscribe to Grower Data and such other Services as NGR agrees to provide from time to time on a user-pays subscription basis.

2.8 A Data Subscriber for Contact Purposes and its Users:

- (a) will be entitled, subject to these Terms, to:
 - (i) access limited Core Data matched to a Grower Registration Number of the Data Subscriber's Growers during the financial year in which the Data Subscriber for Contact Purposes is Listed on the Grower Registration Number of the Grower;
 - (ii) an update in electronic form of the limited Core Data of any of its unique Listings and any changes to the limited Core Data of any of its unique Listings already registered to it;
 - (iii) request via the Website a Download of the limited Core Data in electronic form to its database of any Grower Registration Number Listed on it;
- (b) acknowledges that access to the limited data fields is for the sole purpose of Grower identification or such other purpose agreed in writing by the Data Subscriber's Growers, customers or clients and by NGR;
- (c) must not access or receive any other Grower Data on the Website or using the Services, except as provided in these Terms or otherwise allowed with NGR's prior consent in writing;
- (d) must not divulge or disclose any Confidential Information or Grower Data (with the exception of the information on the face of the NGR Card and telephone number of the Primary User of the Primary Payee) to any third party including:
 - (i) an Associated Entity of the Data Subscriber, whether disclosed or not;
 - (ii) an entity that has:
 - A. a different ABN to that of the Data Subscriber; or
 - B. a different trading name to that of the Data Subscriber; or
 - C. different trading names under the same ABN as the Data Subscriber; or
 - D. in the case of a company, a different Australian Company Number to that of the Data Subscriber, for any reason, except as required by law or with NGR's prior consent in writing;
- (e) must not access from the Website or using the Services a Grower's Data outside of the financial year or Subscription Period as the case may be, in which the Data Subscriber for Contact Purposes is Listed on the Grower Registration Number of the Grower;
- (f) must not use a Grower's Data outside of the financial year or Subscription Period (as the case may be) in which the Data Subscriber for Contact Purposes is Listed on the Grower Registration Number of the Grower without further direct written consent of the Grower; and
- (g) may, during the Subscription Period, subscribe to Grower Data and such other Services as NGR agrees to provide from time to time on a user-pays subscription basis.

2.9 A Data Subscriber for Payment Purposes and its Users:

- (a) will be entitled, subject to these Terms, to:
 - (i) access the Core Data matched to a Grower Registration Number of the Data Subscriber's Growers during the financial year in which the Data Subscriber for Payment Purposes is Listed on the Grower Registration Number of the Grower;
 - (ii) an update in electronic form of the Core Data of any of its unique Listings and any changes to the Core Data of any of its unique Listings already registered to it;
 - (iii) request via the Website a Download of the Core Data in electronic form to its database of any Grower Registration Number Listed on it;
- (b) must not divulge or disclose any Confidential Information or Grower Data (with the exception of the information on the face of the NGR Card and telephone number of the Primary User of the Primary Payee) to any third party including:
 - (i) an Associated Entity of the Data Subscriber, if not disclosed and consented to by NGR;
 - (ii) an entity that has:
 - A. a different ABN to that of the Data Subscriber; or

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- B. a different trading name to that of the Data Subscriber; or
 - C. different trading names under the same ABN as the Data Subscriber; or
 - D. in the case of a company, a different Australian Company Number to that of the Data Subscriber, for any reason, except as required by law or with NGR's prior consent in writing;
 - (c) may allow any disclosed Associated Entity of a Data Subscriber who NGR reasonably considers requires the Core Data of their Data Subscriber's Growers, for their own operational requirements;
 - (d) must not access from the Website or using the Services a Grower's Data outside of the financial year or Subscription Period (as the case may be), in which the Data Subscriber for Payment Purposes is Listed on the Grower Registration Number of the Grower;
 - (e) may during the Subscription Period, subscribe to Grower Data and such other Services as NGR agrees to provide from time to time on a user-pays subscription basis;
- 2.10 NGR may at any time change or cancel your Access Method of and may issue a different Access Method for access to you for the Website or the Services.
- 2.11 NGR does not represent or warrant that:
- (a) access or use of the Website or the Services will be uninterrupted or error free;
 - (b) any errors or deficiencies will be rectified or that the Website or the Services is free of harmful components such as viruses or malware;
 - (c) the use of the Website and the Services by you will be lawful regardless of whether it is permitted under these Terms;
 - (d) the Website or Services will exist and be maintained for any period of time.
- 2.12 NGR may use a service provider to host and/or operate the Website and Services. NGR may cease operating the Website or Service or any part thereof and may change the functionality of any of them due to planned upgrades, maintenance or operational requirements. To the extent reasonably possible, NGR will provide advanced written notice to you as a Data Subscriber of the planned cessation or upgrade so that you may make the necessary alternate arrangements.

3. THE DATA SUBSCRIBER

- 3.1 You may apply to become a Data Subscriber by:
- (a) being an Applicant, completing the Data Subscriber Registration Process and providing NGR with all necessary information required by NGR pursuant to the Application Form, the Application Conditions and these Terms; and
 - (b) paying the Joining Fee and if applicable, the annual Administration Fee.
- 3.2 As a Data Subscriber, by completing and submitting the Application Form, completing the Data Subscriber Registration Process and paying the relevant Joining Fee and if applicable Administration Fee, you:
- (a) request access to the Website and the Services for you and your Users and the Services from NGR;
 - (b) nominate the Subscription type, Subscription Period and Services it seeks from NGR;
 - (c) nominate the purpose for which access to the Website or the Services and the use of Data is required;
 - (d) nominate:
 - (i) a Listing Representative;
 - (ii) a Technical Representative; and
 - (iii) an Administrative Representative,
 to perform the functions as referred to in the Application Form and these Terms;
 - (e) appoint and authorise each nominated User to act on your behalf. You are liable for all loss and damage NGR suffers or incurs as a result of your User's acts or omissions. NGR deems all communications and acceptances, including undertakings and warranties given in these Terms, whether given electronically, in writing or verbally, that NGR receives and that are ostensibly or actually given on your behalf, to be authorised by you, and the acts of your User bind you regardless of whether your User performs those acts in breach of the User's Authority or negligently or in breach of these Terms;
 - (f) agree to provide NGR with all KYC Information in accordance with the AML/CTF Law or as NGR may require from time to time;
 - (g) agree to provide NGR with Proof of Identity Information or procure that your Authorised Users provide NGR with the requisite Authorised User's Primary and Secondary Identification Documents;
 - (h) warrant that you are Authorised to provide the information referred to in clause 3.2(f) and 3.2(g) to us and that:

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- (i) you have been informed, and have informed all relevant individuals, including your Authorised Users, of the purpose for which that information is sought and will be used by us to properly identify a person; and
 - (ii) you, and you will procure that all your Authorised Users, agree that the information will be subject to an Information Match Request in relation to the relevant Official Record Holder Information; and
 - (iii) you, and you will procure that all your Authorised Users, agree that the Information Match Request, the Information Match Result and other Information Match Data and our access to and use of the Document Verification Service may involve the use of third party systems and services;
- (i) must, if requested by NGR, confirm in writing the Authority of the Authorised Users to act on your behalf; and
 - (j) authorise and consent to NGR, and where relevant must procure that your Authorised Users consent to NGR:
 - (i) communicating with your Authorised Users in any way NGR sees fit including by electronic means in accordance with these Terms and for the efficient operation of the Website and Services;
 - (ii) undertaking a background and financial check on you as an Applicant;
 - (iii) using all information provided by you or on your behalf (including by an Authorised User) to:
 - A. market to you and your Authorised Users;
 - B. share the information with other organisations as is required, permitted or allowed by these Terms, our Privacy Policy or by law;
 - C. publicise the fact that you are a Data Subscriber of NGR;
 - (k) must disclose to NGR your Associated Entities or Subsidiaries.
- 3.3 NGR may, in its sole discretion, agree or refuse to register you as a Data Subscriber or Data Subscriber's User, as the case may be.
- 3.4 If NGR accepts an Application, and you pay the applicable Joining Fees, NGR will notify you in writing and otherwise provide you and each of your Users with one or all of the following:
- (a) access to the Services and Website in accordance with the Access Level authorised by NGR in respect of a Grower's Core Data;
 - (b) any additional Grower Data to which you may have access during a Subscription Period;
 - (c) Services agreed to be provided by NGR and subscribed to by you from time to time in respect of the Subscription Data, Website or other Services during the Subscription Period,
- subject to the Application Conditions, these Terms and NGR's Privacy Policy.
- 3.5 As a Data Subscriber, you remain liable for the acts and omissions of your Users, including any breach by your Users of these Terms.
- ## 4. USERS
- 4.1 As a Data Subscriber, you may appoint Authorised Users.
- 4.2 A Data Subscriber or Administrative Representative may, with Authorisation, register an individual as a User with NGR by ensuring that individual:
- (a) agrees to be bound by these Terms and acknowledges our Privacy Policy;
 - (b) completes the User registration process as required by NGR from time to time;
 - (c) provides appropriate Proof of Identity Information to the Administrative Representative who confirms sighting of that Proof of Identity Information via the Website invitation or any other process, to enable any Information Match Request which may involve the use of third party systems and services.
- 4.3 If you are a User, upon your registration as a User, you:
- (a) may act for a Data Subscriber as:
 - (i) a Listing Representative who has responsibility for and who may access, view and/or download a Grower's Core Data and/or Subscription Data;
 - (ii) an Administrative Representative who has responsibility for and who has Authority to List and may appoint and assign Authorised Users and who maintains the Contact Details for a Data Subscriber and its Users; or
 - (iii) a Technical Representative who has responsibility for and who must maintain the technical specifications and Advanced Preferences for the relevant Data Subscriber's use of the Website and the relevant Data Subscriber's Account;
 - (iv) or a combination of them as approved by NGR;
 - (b) will be permitted access to the relevant Data Subscriber Account once created, the Grower Data of a relevant Data Subscriber's Growers and the Website and Services in accordance with these Terms and your Data Subscriber's subscription;

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- (c) represent and warrant that you have Authorisation to act on behalf of your Data Subscriber;
- (d) acknowledge that you are responsible for the creation, self-administration and use of your Data Subscriber's Account and all information contained within it;
- (e) may perform the functions allowed to be performed by you depending on whether you are a Listing Representative, Administrative Representative or Technical Representative, but only in accordance with NGR's requirements as specified from time to time.

4.4 If NGR adds you as a User, you accept these Terms and NGR's Privacy Policy.

4.5 As a User, you agree that:

- (a) if you no longer have Authorisation to act on behalf of the relevant Data Subscriber, or the registration as a Data Subscriber is cancelled, suspended or withdrawn for any reason, you must:
 - (i) immediately cease acting as a User in respect of the relevant Data Subscriber;
 - (ii) inform NGR in writing of the cancellation, suspension or withdrawal of the Authorisation;
 - (iii) not access or attempt to access the Website or Services or permit a third party who does not have Authorisation to access the Website or Services or the relevant Data Subscriber's Account, or the Grower's Data;
 - (iv) must return all Confidential Information to the relevant Data Subscriber or NGR as directed by NGR;
- (b) when contacting NGR, you must correctly identify yourself and answer your Security Questions & Answers;
- (c) when accessing the Website you must use a valid username and Password;
- (d) you must not divulge your username, Password or Security Questions & Answers to any third party;
- (e) you must ensure you have all Electronic Equipment and facilities necessary to allow you access to the Website and Services via the Access Method;
- (f) you must protect and maintain your username, Password, Security Questions & Answers, encryption keys, codes or methods to access the Website and Services and any other information relating to the Access Method, authentication or security of the Website;
- (g) you must not use the Website 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;
- (h) you must comply with these Terms and NGR's Privacy Policy;
- (i) on request from NGR, you must provide to NGR:
 - (i) Proof of Identity Information; and
 - (ii) such other verified identity sources that NGR may choose to utilise from time to time to identify you; and
 - (iii) a copy of any written Authorisation given by your Data Subscriber;
- (j) you are Authorised to provide the information referred to in clause 4.5(i) to us and agree:
 - (i) you have been informed of the purpose for which that information is sought and will be used by us to properly identify a person; and
 - (ii) the information will be subject to an Information Match Request in relation to the relevant Official Record Holder Information; and
 - (iii) the Information Match Request, the Information Match Result and other Information Match Data and our access to and use of the Document Verification Service may involve the use of third party systems and services.

4.6 NGR may cancel or deny your Authority to access the Website or Services, as the case may be, and deny you access to Website and Services or terminate the provision of Services to you if:

- (a) you are unable to quote the Security Question and Answers or username and Password;
- (b) you are unable to quote the NGR Card Number for the Grower Data requested;
- (c) you endeavour to access or access the Website or Services contrary to the Access Level authorised by NGR;
- (d) you or your Data Subscriber notifies NGR in writing that you no longer have Authority to act on behalf of that Data Subscriber or fail to confirm to NGR upon request your Authority to act on behalf of the Data Subscriber;
- (e) you use Grower Data outside of the financial year or Subscription Period, as the case may be, in which your Data Subscriber is Listed on the Grower Registration Number of the Grower without further direct written consent of the Grower;
- (f) your Account becomes an Inactive Account; or
- (g) you breach these Terms.
- (h)

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5. NGR's UNDERTAKINGS AND WARRANTIES

5.1 NGR will, subject to these Terms:

- (a) issue an NGR Card to each Grower that:
 - (i) delivers, sells Commodities to, or purchases Commodities from, (or contracts to deliver, sell Commodities to, or purchase Commodities from) a Data Subscriber; or
 - (ii) undertakes an Approved Dealing with a Data Subscriber; and
 - (iii) applies to register and is accepted by NGR as a Grower and provides their Grower Data to NGR;
- (b) collect from the Grower the Core Data before issuing the NGR Card by means of the Grower Registration Process;
- (c) if applicable, collect from the Grower the Subscription Data of the Grower for an Approved Dealing;
- (d) obtain from the Grower the Authority for NGR:
 - (i) to provide the Grower's Data to a Data Subscriber and its Users during each financial year in which a Data Subscriber is Listed on the Grower Registration Number of the Grower, or during the Subscription Period (as the case may be); and
 - (ii) to use the Grower Data to enable NGR to provide the Services to the Data Subscriber and its Users;
- (e) require the Grower and its User to agree that a Data Subscriber may act in reliance on the Grower Data:
 - (i) during the financial year in which the Data Subscriber is Listed on the Grower Registration Number of the Grower;
 - (ii) during the Subscription Period in which the Data Subscriber is Listed on the Grower and when Services are provided to that Data Subscriber;
 - (iii) to make payments to the Payees listed for the NGR Card or otherwise transact business with the Data Subscriber;
- (f) endeavour to maintain the Website and Services and provide reasonable access to:
 - (i) a Grower and its Users to maintain and self-administer its Grower Account;
 - (ii) a Data Subscriber and its Users to maintain and self-administer its Data Subscriber Account; and
 - (iii) allow a Data Subscriber and its Users access to Grower Data in accordance with the Services NGR provides to a Data Subscriber from time to time;
- (g) update the Website and Services to reflect changes to the Grower Data as advised by Growers or their Users from time to time;
- (h) use their best endeavours to comply with the NFF Farm Data Code where applicable;
- (i) hold the Australian Taxation Office "Statement by a supplier form" on behalf of the Grower, which shall be made available to a Data Subscriber and its Users on request;
- (j) for each of the Data Subscriber's Growers, procure a warranty from each Grower that the Grower Data provided by the Grower and their Authorised Users is accurate;
- (k) procure from each of the Data Subscriber's Growers, an indemnity in favour of NGR and each Data Subscriber, with respect to any Claim or Liability suffered or incurred by either NGR or a Data Subscriber if the Grower Data is not accurate; and
- (l) provide the Data Subscriber and its Users with prior written notice of any planned delivery upgrades or other works which may affect access to the Website and Services.

6. OBLIGATIONS AND WARRANTIES OF THE DATA SUBSCRIBER AND USERS

6.1 You must:

- (a) comply with these Terms and NGR's Rules and act honestly and in good faith in all of its dealings with NGR;
- (b) ensure all information provided to NGR or recorded in the Data Subscriber's Account is current and correct;
- (c) during and after the term of these Terms, comply, and where you are a Data Subscriber procure that your Associated Entities and Subsidiaries comply, with NGR's Privacy Policy and Privacy Laws and NFF Farm Data Code (where applicable) in respect of the Grower Data, the Services and the Website and all other information provided by NGR to you;
- (d) ensure the Grower Data is stored, used, disclosed and destroyed in a secure manner;
- (e) ensure the Grower Data is protected against misuse and loss, or unauthorised access, modification or disclosures. Where you are a Data Subscriber, you must ensure appropriate security features are implemented to protect Grower Data and Confidential Information (such as multi-factor authentication, patching of operating systems and restriction of privilege access). NGR is not liable to you if you fail to comply with your obligations under this clause 6.1(e);
- (f) where you are a Data Subscriber, have procedures in place to deal with complaints or requests for access from Growers;
- (g) within 72 hours of an actual or suspected Cyber Event or data breach, notify NGR of the actual or suspected Cyber Event or data breach of any sort involving Confidential Information and including not only a Notifiable Data Breach as that term is used

and defined in the Privacy Laws but also the accidental, unauthorised or unlawful access to, disclosure of or the destruction, loss or alteration of Confidential Information;

- (h) notify NGR if you become aware of any breach of your obligations under these Terms and comply with any reasonable direction from NGR with respect to how it may remedy that breach;
- (i) where you are a Data Subscriber, ensure your Users, employees and agents are aware of and comply with Privacy Laws and the requirements of these Terms;
- (j) where you are a Data Subscriber, have and distribute upon request and, if you have a website, publish on your website, a Privacy Policy that addresses its intended use of the Grower Data and any information provided by NGR to it;
- (k) update your Account as soon as possible once you become aware of any incorrect information recorded on the Website or the Register;
- (l) advise NGR as soon as you become aware of any unauthorised transaction with regard to your Account or the Grower Data;
- (m) where you are a Data Subscriber, pay to NGR the Fees set by NGR in accordance with these Terms or otherwise as advised by NGR from time to time;
- (n) advise NGR as soon as practicable after you become aware of any incorrect Grower Data on the Website or the Register;
- (o) not obtain or attempt to obtain the NGR Card numbers or Grower Data of Growers (for example by touting or trawling for such information) not Listed against the Data Subscriber's Account or contrary to the Authority to access the Website granted by NGR to you;
- (p) not disclose or make the Confidential Information or Grower Data (with the exception of the NGR Card Information and the telephone number of the Primary Authorised User of the Primary Payee) available to any third party including:
 - (i) a Proscribed Person; or
 - (ii) an undisclosed Associated Entity or undisclosed Subsidiary of the relevant Data Subscriber; or
 - (iii) an Associated Entity or Subsidiary (whether disclosed to NGR or not) who NGR reasonably considers do not require the Confidential Information or Grower Data for their operational requirements; or
 - (iv) an entity that has:
 - A. a different ABN to that of the Data Subscriber; or
 - B. a different trading name to that of the Data Subscriber; or
 - C. different trading names under the same ABN as the Data Subscriber; or
 - D. in the case of a company, a different Australian Company Number to that of the Data Subscriber, for any reason, except as required by law or with NGR's prior consent in writing; or
- (q) not use a Grower's Payment Details or Confidential Information for any purpose other than:
 - (i) the payment to the Grower for purchases of Commodities;
 - (ii) invoicing for the provision of services to the Grower;
 - (iii) any mandatory returns to the Australian Taxation Office or other Government body in respect of such transactions;
 - (iv) any other purpose authorised by the Grower;
- (r) not disclose Grower Data on to another Data Subscriber of NGR for any purpose other than as expressly allowed by these Terms;
- (s) where you are a Data Subscriber, take all reasonable steps to ensure that any Associated Entity or Subsidiary complies with its undertakings and these Terms;
- (t) not:
 - (i) take commercial advantage of or use Confidential Information other than as prescribed by these Terms;
 - (ii) where you are a Data Subscriber, allow any of your Authorised Users, Associated Entities, Subsidiaries, directors, shareholders, employees or agents to use for commercial advantage any Confidential Information belonging to NGR other than as prescribed by these Terms;
- (u) take all reasonable steps to:
 - (i) protect NGR's Confidential Information obtained by you;
 - (ii) prevent any conflict between NGR's business interests and the Data Subscriber's financial interests; and
- (v) where you are a Data Subscriber, advise NGR in advance of the engagement of a Third Party Software Developer and procure that a Third Party Software Developer engaged by you agrees to be bound by our Third Party Software Developer Terms and if not, the Third Party Software Developer otherwise complies with these Terms in so far as they relate to use of Grower Data and Confidential Information.

DATA SUBSCRIBER TERMS

6.2 As a Data Subscriber, you may appoint NGR as its agent to hold the Australian Taxation Office "Statement by a supplier form" provided to you by the Grower, and to provide the "Statement by a supplier form" to the Data Subscriber upon written request.

6.3 If you are a Data Subscriber, you must, and must procure that your Users:

- (a) promptly notify NGR of any error or suspected error relating to the Services or Website or the Grower Data that it becomes aware of;
- (b) develop contingency plans to deal with any disruption, cancellation or alteration to the Services, or the Website or any part of it including its software or functionality;
- (c) immediately notify NGR if it or one of its Authorised Users know or suspect of any unauthorised use or security breaches of myNGR;
- (d) not use the Website or the Services in a manner that interferes with or disrupts other network users, services or equipment.

7. USE OF INFORMATION

7.1 You agree to NGR:

- (a) using the information provided by you for administrative and operational purposes for the operation of the Website and Services or as required by law;
- (b) using your Personal Information for the purposes specified in the Privacy Policy;
- (c) where you are a Data Subscriber, using at any time, and from time to time, your Data Subscriber Account details for NGR's operational requirements including the provision of Services and operation of the Website and Services;
- (d) disclosing details of your Data Subscriber Account or User Account, as the case may be, to third parties as agreed by you or otherwise as required by law; and
- (e) disclosing to a Data Subscriber's Grower that the Data Subscriber is Listed on the Grower.

7.2 NGR will keep your Personal Information for as long as required for one or more purposes described in NGR's Privacy Policy. NGR is also required by law to retain some information for certain periods of time.

7.3 At the end of the period that the law requires NGR to retain your information, and if NGR no longer requires it, NGR will take reasonable steps to destroy your information and any documents associated with your Account or render them inaccessible. From the date NGR deactivates the Account or the date these Terms terminate (whichever is the earlier), NGR will anonymise the information in your Data Subscriber Account or User Account, as the case may be, where NGR no longer requires the information to comply with its regulatory or operational requirements. To access a Data Subscriber Account or Authorised User Account during this time, NGR may require you to establish your username and Password and correctly address the Security Questions and Answers before permitting you access to information.

7.4 Each Data Subscriber and their User may, before this time, request NGR in writing to return or otherwise destroy or de-identify the documents and information, unless prohibited by law or for other operational requirements. If your request is declined, NGR will give you written notice and the reason the request is declined.

8. ACCURACY, COMPATIBILITY AND SUITABILITY OF INFORMATION

8.1 NGR relies on the Grower and the Grower's Users for the accuracy and currency of the Grower Data. NGR does not represent that the Grower Data provided to NGR is accurate or current.

8.2 NGR does not represent that the supply of information in electronic form will be compatible with the Data Subscriber's or any User's information systems. You are responsible for satisfying yourself about these matters.

8.3 You warrant, acknowledge and agree that:

- (a) while NGR endeavours to ensure that all information on the Website and accessible using the Services or otherwise provided is accurate, complete, up-to-date and reliable and error free, this may not always be the case, including because NGR relies on Growers to provide accurate information;
- (b) as a Data Subscriber, you are solely responsible for ensuring that your Data Subscriber Account and User Accounts are utilised only in respect of your Data Subscriber Growers on which it is Listed in a financial year or during the Subscription Period, and only by User with Authority to act for it;
- (c) as a Data Subscriber, if your User's username and Password are lost or stolen, it is your responsibility to notify NGR of such occurrence so that your Data Subscriber Account and relevant User Accounts can be suspended;
- (d) there is a risk that you may not be able to access Services or Website via its Electronic Equipment or Device due to NGR's operational processes and those of its technology and communication partners in respect of computers, computer networks and telecommunications; and
- (e) all information provided to NGR by you, including information contained in the Application Form, or recorded in your Data Subscriber Account is accurate, current, true and correct.

DATA SUBSCRIBER TERMS

9. FEES FOR DATA SUBSCRIBERS

- 9.1 A Data Subscriber must pay the Joining Fee and Administration Fee at the same time as it submits the Application Form. The Joining Fee is non-refundable regardless of whether or not the Application is successful.
- 9.2 If, after ceasing to be entitled to access Website or the Services (for any reason), you as Data Subscriber wish to again be entitled to access the Website you must submit a fresh Application Form and pay to NGR the Re-joining Fee.
- 9.3 During the term of these Terms:
- (a) If you are a Data Subscriber for Contact Purposes or Payment Purposes, you must pay to NGR an annual Listing Fee and Levy Recipient Reporting Fee, in addition to any Joining Fee or Re-joining Fee, for the access to the Grower's Core Data;
 - (b) If you are a Data Subscriber for Subscription Purposes, you must pay an additional Subscription Fee for access to and use of the Subscription Data accessed and used by the Data Subscriber during the Subscription Period; and
 - (c) If you are a Data Subscriber for Identification Purposes, you must pay to NGR an annual membership fee in addition to any Joining Fee or Rejoining Fee; and
 - (d) you must pay an additional fee for Services provided to you by NGR and as subscribed to by you on a user-pays subscription basis, in an amount determined by NGR from time to time and published in a Fees Schedule. NGR will give you thirty (30) days' notice of any change in Subscription Fees and the effective date of the change in the Subscription Fees. You may terminate this agreement at any time upon receipt of such notice.
- 9.4 You acknowledge and agree that the Fees will be calculated based on:
- (a) the quantity of Listings in each financial year; and
 - (b) the pricing band for that particular quantity of Listings in each financial year as set by NGR from time to time; and
 - (c) the price per quantity of Listings in each financial year per band as set by NGR from time to time.
- 9.5 NGR may change the Fees applicable from 1 July each year and will publish notice of its Usage Fees on its website.
- 9.6 NGR will provide to you an invoice in respect of the Fees showing:
- (a) the quantity of Listings for the previous quarter;
 - (b) the pricing band applicable to its Listings; and
 - (c) the price per Listing.
- 9.7 You acknowledge that:
- (a) you will be invoiced quarterly for the Fees based on the number of Listings for the previous fiscal quarter;
 - (b) the pricing band for you will be fixed based on the quantity of Listings at the commencement of each financial year regardless of whether the number of Listings vary throughout the financial year;
 - (c) the pricing band may vary from financial year to financial year; and
 - (d) NGR will notify you in writing of the Fees for the following financial year ending 30 June by not later than 30 May in each year.
- 9.8 You may by notice in writing to NGR elect to terminate these Terms without prejudice to either party's accrued rights and obligations under these Terms and otherwise without penalty within thirty (30) days of receipt of notification of the new Usage Fee applicable from 1 July of each year.
- 9.9 If you do not serve such notice in accordance with clause 9.8, you will be taken to be bound to pay the Fees so notified in accordance with these Terms.
- 9.10 Unless otherwise agreed, you must pay all amounts due to NGR within 30 days of the date of a Tax Invoice for such amount. If Fees are outstanding by more than 30 days from the due date, NGR may terminate this agreement or deactivate your Data Subscriber Account and access to the Website and the Services.
- 9.11 You must pay interest at the Interest Rate on any moneys due but unpaid under these Terms. Interest will be calculated daily and be compounded monthly and accrue from the date of due payment until actual payment to NGR.
- ### 10. GST – RECIPIENT CREATED TAX INVOICES
- 10.1 This clause 10 applies to you if you are a Data Subscriber and have applied for and been granted Authority to access the Services as a Data Subscriber for Payment Purposes and will be receiving the data field 'RCTI Permission' from NGR.
- 10.2 You:
- (a) confirm that you are a registered entity for the purposes of the GST Law;
 - (b) agree to advise the Grower through NGR if you cease to be registered under the GST law;
 - (c) agree to issue the Grower with an RCTI in accordance with the GST law within twenty-eight (28) days of the delivery of Commodities by the Grower to you or within twenty-eight (28) days of the determination of the value of that supply, whichever is the later;

DATA SUBSCRIBER TERMS

- (d) agree not to issue an RCTI if any of the RCTI determination requirements are not met;
 - (e) agree to provide the following statement on all RCTIs for Growers “this is a reminder that a Data Subscriber agrees to allow NGR to issue RCTIs when a Data Subscriber registered as a Grower with NGR and accepted the Grower and Authorised User Terms.”
 - (f) appoint NGR as your agent to procure a “written RCTI agreement” for the purposes of the GST law and any GST ruling.
- 10.3 Where the Grower provides NGR with an Australian Business Number, NGR agrees to provide you with the Grower’s Australian Business Number where that Grower supplies Commodities to you.
- 10.4 The parties expressly acknowledge and agree to read this clause with any other agreement entered into between them, as your agent and any Grower.

11. LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

- 11.1 If you are a Data Subscriber, you indemnify NGR and the Supplier from and against all Claims arising out of:
- (a) your, your Users’ or your Third Party Software Developer’s acts or omissions including payment to NGR of Fees calculated based on the Listings accessed by that Third Party Software Developer, and the acts and omissions of any person you Authorise to act on your behalf or who may otherwise access the Website or the Services using your User’s Security Questions & Answers and Login Name or Password, whether with or without your Authorisation;
 - (b) a breach by you or your Users of these Terms;
 - (c) the use by NGR and the Supplier of information you or your User provide to NGR or the Supplier, which is not accurate, or which is incomplete.
- 11.2 Neither NGR nor you as a Data Subscriber is liable to the other for any indirect, incidental, special, economic or consequential loss or damage or loss of revenue, loss of potential profits, loss of profits, loss of capital, loss of anticipated savings, goodwill, bargain or loss of opportunities or reputational harm or loss in connection with any other contract incurred or suffered by a party whether caused by a breach of these Terms, negligence, breach of statute or any other cause, and whether a party is aware or should have been aware of the possibility of such loss or damage.
- 11.3 Each Data Subscriber acknowledges and agrees that:
- (a) NGR provides the Website and the Services on an “as is, as available” basis only;
 - (b) neither NGR nor the Supplier can guarantee that the Grower Data recorded on the Website or accessed using the Services is correct, accurate, up to date, complete, reliable or free of errors or malfunctions of any kind, as NGR relies on information and Data that third persons provide.
 - (c) to the maximum extent permitted by law, our aggregate liability to you for all Claims and Liability suffered or incurred by you in connection with our Services, the Website and these Terms, in contract, tort (including negligence), statute or otherwise, is limited as follows:
 - (i) If the Australian Consumer Law applies:
 - A. in the case of Services supplied or offered by us, 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, 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 equivalent goods, or the payment of the costs of having the goods repaired; or
 - (ii) in all other cases, an amount of AUD \$100.
- 11.4 To the maximum extent permitted by law, NGR will not be liable to you in relation to the misuse of the Services, Website or a Data Subscriber’s or User’s information by any third party, whether directly or indirectly, including as a result of or directly or indirectly relating to a Cyber Event.
- 11.5 To the maximum extent permitted by law, NGR gives no warranty or undertaking and makes no representation to you about the suitability of, or fitness for use of, the Website or the Services, including whether the Website or the Services may be suitable for a your purposes, other than those warranties, undertakings and representations expressly set out in these Terms. To the maximum extent permitted by law any other representation, warranty, condition, or undertaking is excluded.
- 11.6
- 11.7 NGR or the Supplier will provide upon request a certificate of currency evidencing that NGR carries professional indemnity insurance of at least \$5,000,000.00 covering negligence on NGR’s part.
- 11.8 Nothing in this clause obliges NGR or the Supplier to commence proceedings or take action against a Grower or User whether in NGR’s own right or on a Data Subscriber’s behalf in respect of a breach of warranty by a Grower or User.
- ## 12. TERMINATION
- 12.1 Either party may terminate these Terms on thirty (30) days’ written notice to the other or as otherwise expressly provided for in these Terms.

DATA SUBSCRIBER TERMS

- 12.2 NGR may cancel a Data Subscriber's registration as a Data Subscriber if the Data Subscriber's Account becomes an Inactive Account.
- 12.3 If you are a Data Subscriber, NGR may cancel your access to the Website and Services if:
- (a) you request so in writing; or
 - (b) you fail to comply with your obligations under these Terms or NGR's Privacy Policy.
- 12.4 Notwithstanding cancellation, suspension or denial of access to the Website or Services, as a Data Subscriber you are indebted to NGR for the payment of the Fees until the time of cancellation, suspension or denial of access to the Services or Website.
- 12.5 If you are a Data Subscriber, on cancellation of your registration as a Data Subscriber, NGR may remove or otherwise delete all Listings from your Data Subscriber Account.
- 12.6 NGR may cancel, suspend or terminate the registration of any Users, a Data Subscriber or the Grower Registration Number of a Data Subscriber's Grower and refuse access to the Website and Services or any part of them, and cease providing the Services:
- (a) in the event of a material breach of these Terms by you;
 - (b) to protect the integrity of the Website, the Services, and all Confidential Information in the event of an actual or suspected Cyber Event or data breach of any sort;
 - (c) where you are a Data Subscriber, to address and comply with legal or regulatory change if NGR believe, acting reasonably, that a Third Party Software Developer engaged by you breaches these Terms (as may apply to the Third Party Software Developer), the Third Party Software Developer Terms or our Privacy Policy; or
 - (d) to comply with any relevant legislative requirement,
- and NGR will inform a Data Subscriber of that cancellation, suspension or deregistration and the reason for it.
- 12.7 On termination of these Terms, the end of the Subscription Period or the cancellation, suspension or deregistration of the registration as a Data Subscriber, you must:
- (a) not use or continue to use Grower Data unless, as a User your Data Subscriber has, or you as a Data Subscriber have, first obtained further direct written consent from the Grower to do so, proof of which must be provided to NGR upon request;
 - (b) not use Confidential Information for any reason; and
 - (c) return to NGR or destroy (as NGR directs in writing) all Grower Data and Confidential Information in the possession or under your control.
- 12.8 Any representations, warranties, undertakings, disclaimers, releases or indemnities that are capable of surviving termination or that apply upon termination survive termination of this agreement and remain enforceable.

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 Terms.

13.2 Costs

You must 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.

13.3 Further Assurances

Each party must do anything (including execute any Deed), and must ensure that its employees and agents do anything (including execute any Deed), that the other party may reasonably require to give full effect to these Terms.

13.4 Waiver

A party may waive a right only by written instrument signed by both 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 and terms expressly referred to in 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 NGR's behalf.

DATA SUBSCRIBER TERMS

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 of 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.

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 Set Off

As a Data Subscriber, you may not set off any amount that is or may become owing to a Data Subscriber against any amount it owes NGR under these Terms.

13.8 No Merger

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

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 Force-Majeure

No party is liable for any delay in, or failure of, performance that Force Majeure causes (except that Force Majeure never excuses a delay in the payment of money under these Terms). If a Force Majeure event causes a delay in performance of more than sixty (60) days, either party may terminate these Terms without prejudice to each party's accrued rights but otherwise without penalty.

13.11 Assignment and Delegation

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

14. DEFINITIONS

In these Terms, unless the context otherwise requires:

Access Level means the level of authority permitted by NGR to a Data Subscriber on myNGR which may be as a Data Subscriber for Payment Purposes, a Data Subscriber for Contact Purposes, a Data Subscriber for Identification/Listing Purposes, or a Data Subscriber for Subscription Purposes.

Access Method means the method we make available to allow access to the Register, myNGR and my eDOCS.

Account means an Authorised User Account or Data Subscriber Account in myNGR.

Administration Fee means, in respect of a Data Subscriber, the fee payable by you as set out in your Account.

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

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

Applicant means a person who completes and submits to NGR an Application Form.

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

Application Form means the application form completed by a person to become a Data Subscriber as part of the Data Subscriber Registration Process.

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.

Authorised User Account means the Account created in myNGR by an Authorised User and which contains the Authorised User Contact Details, date of birth, Security Questions & Answers, username and Password.

Authorised User Contact Details means the name, address (postal, residential and business address), telephone number (including mobile telephone number), email address and preferred method of communication of an Authorised User of a Data Subscriber.

Authority or Authorisation or Authorised 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.

Buyer means a person who purchases Commodity from a Grower.

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.

Computer System means an information technology system made up of one or more items of computer hardware, software, software as a service, platform as a service, infrastructure as a service or other electronic devices or equipment or programs, and the electronic data stored therein or thereon, along with any other associated services, licensed or provided to third parties by or on behalf of NGR.

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

Core Data means the Grower Details and Authorised User Contact Details and may include certain Subscription Data as and when required to enable NGR to provide the Services.

Cyber Event means any unauthorised or malicious activity undertaken in connection with your Computer System, including but not limited to the following:

- (a) the introduction of malicious software (i.e. malware) of any type designed to cause damage or harm to a Computer System;
- (b) any unauthorised access to a Computer System;
- (c) any attack or threat of attack against a Computer System which is coupled with a demand for money or other valuable consideration (including digital currency) to avert or stop an attack;
- (d) any denial of service attack;
- (e) any unauthorised disclosure of or loss of data (including non-electronic data);
- (f) any remote attack against a Computer System where transactions are conducted, including where purchases are made by a payment card, including a credit card or debit card;
- (g) any attack on web applications, including exploits of code level vulnerabilities in the application; or
- (h) any fraudulent or dishonest instruction which purports to be from a legitimate or trusted source authorised to make such instruction and which results in the:
 - (i) transfer, payment or delivery of any money or securities from an account maintained by a natural person or an entity to another person or entity who would not have received the money or securities had the fraudulent or dishonest instruction not occurred;
 - (ii) transfer or delivery of any property to another person or entity who would not have received the property had the fraudulent or dishonest instruction not occurred;
 - (iii) disclosure of Confidential Information; or
 - (iv) changing or altering of bank account or payment details of any person or entity.

Data means such of the Core Data, Subscription Data or a combination of certain data fields of either Core Data or Subscription Data, and any other information which may be provided by NGR to a Data Subscriber or its Authorised User as part of NGR's Services and only in accordance with these Terms, the Grower & User Terms and the Privacy Policy.

DATA SUBSCRIBER TERMS

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 and their Associated Entities (including their successors and assigns); and
- (c) includes a Buyer or End User of a Data Subscriber's Growers.

Data Subscriber Account means an Account created in myNGR by a Data Subscriber or Authorised User of a Data Subscriber and which contains in respect of each Data Subscriber:

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

and any other information that NGR may collect from a Data Subscriber and provide to a Data Subscriber or their Authorised Users from time to time.

Data Subscriber for Confirmation Purposes means a Data Subscriber entitled to access only restricted data and who requires access to data on the NGR for the sole purpose of confirming the Data Subscriber's Grower has taken certain action.

Data Subscriber for Contact Purposes means a Data Subscriber entitled to access only restricted data and who requires access to data on the NGR for the sole purpose of:

- (g) customer or member identification;
- (h) such other purpose as may be agreed in writing by the Data Subscriber's Growers, customers or clients and the Supplier.

Data Subscriber for Identification Purposes means a Data Subscriber who adopts the unique Grower Registration Number as an identifier for the Data Subscriber's Growers, customers and clients.

Data Subscriber for Payment Purposes means a Data Subscriber who:

- (a) identifies themselves as a Trader or person who requires access to all of the Grower's Core on myNGR pursuant to these Terms; and
- (b) can satisfy us, in our absolute discretion, that the Data Subscriber is a genuine Commodity Trader as that term is used in these Terms; and;
- (c) may require access to Subscription Data of a Data Subscriber's Grower, during a Subscription Period or in respect of a service offering by NGR.

Data Subscriber for Subscription Purposes means a Data Subscriber entitled to access Subscription Data.

Data Subscriber Registration Process means the process utilised by a Data Subscriber to register as a Data Subscriber on myNGR as prescribed by NGR from time to time.

Data Subscriber's Growers means Growers on 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 the Data Subscriber, 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; or
- (c) been provided with a Grower Registration Number by the Grower.

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

Downloads for a Data Subscriber Account means in the respect of the Data Subscriber's Growers Data specific to the Data Subscriber provided in various file types.

Document Verification Service (DVS) means the system (including all associated services, infrastructure, applications, facilities, functionality, data, information and material, whether belonging to or operated by the DVS Manager or a third party) established by the DVS Manager to provide Information Match Results (but does not include any Gateway Service).

DVS Manager means the Commonwealth of Australia acting and represented by the Department of Home Affairs and includes each Official Record Holder.

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

End User means a consumer or purchaser of a Commodity purchased from a Data Subscriber and who is nominated or approved by the Grower.

Fees means the Usage Fees, Subscription Fees, Joining Fee, Re-Joining Fee, Administration Fee and fee for Services or any one or more of them as the context requires and as may apply from time to time.

Fees Schedule means the schedule of fees published by NGR applicable to Subscription Data or other Services supplied by NGR under this Agreement.

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

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

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 Agricultural Product which delivers Agricultural Product to a bulk handling facility or which purchases or sells warehoused Agricultural Product;
- (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 Authorised Users of a Grower, the Authorised User's Contacts Details, Listings and Subscription Data for a Grower, but does not include each Authorised User's username and Password.

Grower Data means the Core Data and if subscribed to by a Data Subscriber the Subscription Data of a Grower.

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 Primary User's Contact Details and the User's 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 NGR may collect from a Payee or Grower and provide to a Data Subscriber or their Authorised Users from time to time.

Grower Registration Number means a form of identification issued by NGR 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.

Identification Information has the same meaning as that term is defined in the *Identity Verification Services Act 2023*.

Inactive Account means:

- (a) for a Data Subscriber – where the Data Subscriber and any Associated Authorised User is unable to be contacted due to invalid contact details or there is no Listing activity in the Data Subscriber Account in a three (3) year period; and
- (b) for an Authorised User – where an Authorised User is not associated with a Data Subscriber Account or the Authorised User is unable to be contacted due to invalid Authorised User Contact Details.

Information Match Request means an electronic request to the DVS by us or our agent (required to be submitted in a structured electronic format advised by the DVS Manager) to be provided with an Information Match Result in relation the details of relevant information in a supported document.

Information Match Result means, in respect of an Information Match Request, an electronic response indicating that the information provided in the request either matches or does not match the relevant Official Record Data, or that the system encountered an error in trying to process that request.

Insolvency Event means in relation to a Data Subscriber any one or more of the following events or circumstances:

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

Intellectual Property Rights means all intellectual property rights throughout the world, whether registered, unregistered or unregistrable, in and relating to the Register, myNGR and NGR 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 and telephone numbers of NGR or myNGR.

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

Joining Fee means the joining fee set by NGR from time to time and payable by a Data Subscriber at the same time as a Data Subscriber submits the Application Form.

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

Levy Recipient Reporting Fee means the fee set by NGR from time to time payable by a Data Subscriber who is a Levy Recipient and available on request.

Liability means a debt, liability, damages, loss, costs, expenses, penalties or fines, interest payable or other 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.

Listing Fee means the fee set by NGR from time to time payable by a Data Subscriber and available on request.

Listings mean all Data Subscriber links to a Grower within myNGR or the Register including changes to those Listings. A Listing is linked to a Data Subscriber if the Data Subscriber has nominated a Grower as a Data Subscriber's Grower. 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 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 NGR for use by you, located at www.ngr.com.au and which contains the Grower Data and the Data Subscriber Account and which forms part of the Register.

NFF Farm Data Code means the National Farmer's Federation Farm Data Code as may apply from time to time

NGR means National Grower Register Pty Ltd.

NGR Card means the delivery card issued by NGR 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).

Notifiable Data Breach has the same meaning as that term is used and defined in the Privacy Laws.

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.

Official Record Holder means, in respect of each Supported Document, the entity against whose Official Record Data the information submitted in an Information Match Request is matched (or attempted to be matched) via the DVS.

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

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

Password means the password an Authorised User nominates, in accordance with our requirements for the nomination of passwords, for use with a Data Subscriber Account when an Authorised User seeks access to a Data Subscriber's Account on myNGR, or when making telephone enquiries with NGR which NGR tell a Data Subscriber 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 or other Agricultural Product or Commodity delivers Grain or other Agricultural Product or Commodity to a bulk handling facility or which purchases warehoused Grain or other Agricultural Product or Commodity;
- (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 NGR to a Payee carrying a unique identification number for that Payee on myNGR and the Register.

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

Personal Information has the same meaning as that term is used and defined in our Privacy Policy.

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 or the Partnership or Sharefarming arrangement.

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

Primary Production means the:

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

Primary User means a registered User of a Payee who has been nominated as having Authorisation to act for the Grower (including in a Partnership or Sharefarming 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 Primary User is Authorised to act.

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

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

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

Proscribed Person means:

- (a) a person who is unable to access the Data Subscriber's Account or a Grower's Data because they do not have a username 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 Data Subscriber's Account on the Website;
- (d) a person NGR reasonably suspects or who appears to NGR to be acting in breach of these Terms or our Privacy Policy or the Privacy Laws;
- (e) a person who is not an Authorised User nominated by a Data Subscriber and accepted in accordance with our requirements.

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

Register means the database of Grower Data and Data Subscriber Account details maintained by NGR.

Re-joining Fee means the re-joining fee set by NGR from time to time and payable by a Data Subscriber at the same time as a Data Subscriber resubmits the Application Form.

Rules means the rules from time to time formulated by the Supplier as to the operation of, access to and use of the Website and the Services.

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 we may ask when a person wishes to register as an Authorised User or access the Website or the Services, or if a person wishes to perform certain functions on the Website or the Services. The person must provide the correct answers or we will not permit the function to be performed or used, including access to the Website or the Services.

Services means such services including Data as may be provided by NGR to a Grower or a Data Subscriber from time to time during the term of this Agreement.

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.

Subscription Data means such of the Data to which a Data Subscriber may, with NGR's and a Grower's consent, subscribe on a subscription basis during a Subscription Period, but Subscription Data does not include the Primary User's Contact Details, User's Contact Details or Payment Details.

Subscription Fees means the fees payable by a Data Subscriber for the Subscription Data or other Services subscribed to, which fees are published in the Fees Schedule.

Subscription Period means the period during which a Data Subscriber subscribes to access Data from Website or the Services or receives Services from NGR on a subscription basis.

Subscription Purposes means the purpose of accessing and utilising Subscription Data.

Subsidiary means a wholly owned subsidiary of a Data Subscriber.

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

Supported Document means a type of document (for example an Australian Passport or an Australian Citizenship Certificate) that is supported by the Document Verification Service.

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

Third Party Software Developer (TPSD) means a software developer engaged by a Data Subscriber to undertake integration works between NGR Data and Confidential Information retrieved from Website or the Services.

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

User means a person who has Authorisation to act for a Data Subscriber and whom NGR has registered as an Authorised User of a Data Subscriber on the Website or the Services.

User Contact Details in respect of a Grower means the name, address (postal, residential and business address), telephone number (including mobile telephone number), email address and preferred method of communication of an Authorised User of a Grower.

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

DATA SUBSCRIBER TERMS

16. INTERPRETATION

- 16.1 A reference to “you” and “your” is reference to an Applicant and once registered, a Data Subscriber or its Authorised User as the context requires.
- 16.2 A reference to “We” “us” “our” and “NGR” is a reference to National Grower Register Pty Ltd.
- 16.3 The word “person” includes an individual, a corporation, a Partnership, Trust or other entity whether incorporated or not.
- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 Headings to these Terms are for ease of reference only and will not in any way affect the construction or interpretation of these Terms.
- 16.8 References to currency are references to Australian dollars.
- 16.9 A reference to these Terms is a reference to these Terms as amended from time to time.
- 16.10 The words “in writing” includes any communication sent by letter, and email or SMS or any other form of communication capable of being read by the recipient.
- 16.11 A reference to a law includes that law as amended, consolidated, re-enacted or replaced from time to time.
- 16.12 These Terms are binding on your executors, administrators and permitted assigns.

- 16.13 Capitalised words that are not defined in these Terms and are defined in the Dictionary of Terms have the meaning given to those terms in the Dictionary of Terms.

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