

1 TERMS OF USE

1.1 About these Terms of Use

These Terms of Use govern access and use of the Service (including the Website and App) and constitute a binding written agreement between AgriChain Pty Ltd (ABN 59 606 114 989) (AgriChain, we, us, our) and any person who accesses or uses any part of the Service (you). Capitalised terms used but not defined elsewhere in these Terms of Use have the meanings given to them in clause 18.

1.2 Your agreement to be bound

By accessing or using any part of the Service, you agree to be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you must not access or use the Service or purchase, handle, trade any commodity at any of the sites listed below is Schedule 3.

2 AgriChain SERVICE

2.1 Functionality

The Service gives Registered Users access to a wide range of Grain and Non-Grain management functions through the Website and App including:

1. the ability to monitor, Transfer, make Movement Requests and otherwise manage their Holdings;
2. for Registered Users that are Growers, the ability to accept Bids (and where the Grower is also a Sustainable Grower, Sustainable Transactions) and Forward Delivery Transactions, and view related RCTIs;
3. for Registered Users that are Buyers, the ability to set Bids, set purchase tonnage limits, accept Offers (including by means of automatic matching) and enter into and settle Transactions (and where the Buyer is also a Sustainable Buyer, Sustainable Transactions) and Forward Delivery Transactions;
4. view delivery summaries relating to Transactions and Transfers; and
5. for Registered Users that use the App on compatible mobile devices, the ability to set, manage and receive push notifications relevant to their use of the Service, accept bids, view stocks and transfer titles.

In each case, subject to and in accordance with these Terms of Use and directions by AgriChain that are reasonable and commensurate with the objects of the Terms of Use and required to maintain the Service. Further information about the Service and answers to FAQs are available on the Website and App.

2.2 Limitations

The Service is subject to certain functionality and availability limitations, including:

1. suspensions deemed necessary by AgriChain to address scheduled and emergency maintenance (including Force Majeure Events) and to maintain the security and integrity of the Service.

2.3 Changes

AgriChain may at any time add, remove, change or impose restrictions on the features or functionality of the Service including by releasing new versions of the Website or App and, if necessary to ensure uninterrupted operation of the Service, deleting Offers and Bids. AgriChain will provide reasonable notice to you if any such amendments pursuant to this clause 2.3 would materially change your

access to, or experience with, the Service. You must ensure that you use the current version of the Website and App made available by AgriChain at all times.

3 REGISTRATION AND SECURITY

3.1 Registration information

1. Before you can access and use the Service, you must register for a User Account and/or become a Registered User. Any person other than a Registered User is expressly prohibited from access and using the Service.
2. To register for a User Account, you must provide us with:
 1. if you are a Grower or prospective Sustainable Grower, a valid email address for each other person you authorise to use the Service as a Registered User under your User Account. Each email address will be the user name for the relevant Register User to login to the Service.
 2. the level of access to the Service required by each Registered User authorised to use the Service on your behalf.
3. You must provide accurate, current and complete information during the registration process. You must keep your User Account information accurate, current and complete at all times thereafter, including to reflect any changes to the information submitted to the National Grower Register, your Registered Users and levels of access to the Service.
4. You may initiate deletion of your User Account through the Service at any time, provided that you honor all Offers, Transfers and Transactions entered into as at the date you initiate the deletion of your User Account.

3.2 Passwords, PINs and security

1. During the registration process we will issue you with a changeable password for each of your Registered Users of the Service. It is your responsibility to keep these passwords safe and secure. You must not share these passwords with any person other than your Registered Users.
2. You are solely responsible for all access and use of the Service using user names, passwords and PINs issued to your Registered Users (including all Offers, Bids, Transactions and Transfers made) whether or not such access or use was intended or authorised by you. You acknowledge that AgriChain cannot reverse any Transaction or Transfer made using such user names, passwords or PINs (including by any broker), unless in exceptional circumstances.
3. If you become aware that any user name, password or PIN issued to any of your Registered Users has become known to a third party or used without authorisation, you must contact us immediately by telephone on 1300 565 005.

4 USE OF THE SERVICE BY YOU

4.1 Right to access and use

AgriChain grants Registered Users the right to access and use the Service for its intended purpose through the Website or App subject to and in accordance with these Terms of Use.

4.2 Your responsibilities

You are solely responsible for:

1. all use of the Service under your User Accounts, including all Offers, Bids, Transfers, Transactions, payment of all related Transaction Prices, Third Party Fees and taxes, and all acts and omissions of your Registered Users;
2. obtaining all licenses, consents and approvals necessary to enable your use of the Service, including those necessary to enable you to upload data to the Service and make Offers, Bids, Transfers and Transactions;
3. ensuring that all data you enter into the Service is accurate, current and complete and that you only make Offers, Transfers and Transactions in relation to Holdings that you are entitled to sell;
4. ensuring that your use of the Service complies with all applicable laws and contractual obligations; and
5. ensuring that your Registered Users log off, using the Website or App, each time they finish using the Service.

4.3 Usage restrictions

You must not (directly, through Registered Users or others):

1. access or use the Service using any unauthorised means, including technologies other than the Website and App and user names, passwords or PINs issued to a person other than your Registered Users;
2. reverse engineer, decompile, seek to discover the source code for, copy, modify, create derivative works based on, license, sublicense, publish, display, sell, re-sell, establish a service-bureau using, or commercially exploit any part of the Service;
3. access or use the Service, or any content or data comprised in the Service, to supply, facilitate, support or otherwise benefit any product or service that may compete with the Service (including, without limitation, any other commodity trading service) or to divert commodity transactions away from the Service;
4. access, use, monitor or copy any content or data from, the Service using any robot, spider, scraper, program, algorithm or other automated means or any manual process for any purpose;
5. interfere with or disrupt the integrity, functionality or performance of the Service or any data contained therein, including through imposing an unreasonable or disproportionately large load on the Service or introducing or using of any viruses, worms, Trojan horses, malicious or harmful computer code, files, scripts, agents, programs, devices, or routines;
6. upload, store, use, disclose or otherwise process any data using the Service unless you have obtained all necessary licences, consents and approvals to enable you to lawfully do so; or
7. upload, store, use, disclose or otherwise process any unlawful, infringing, threatening, defamatory, misleading, untrue, inaccurate, incomplete, obscene or indecent material or any other data using the Service that could constitute conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any applicable law.

5 GROWER TRANSACTIONS

5.1 Grower Transactions generally

1. Growers may enter into Grower Transactions with Buyers through the Service. Grower Transactions comprise Match Transactions and Cash Transactions and are arranged through the online marketplace feature of the Service.

5.2 Match Transactions

1. The online marketplace feature of the Service:
 1. automatically matches Offers and Bids; and

2. enables Growers and Buyers to manually accept matching Offers and Bids (including counter-Bids),
2. subject to the curfew referred to in clause 2.2(a) and any termination, suspension or revocation of access to the Service pursuant to clause 16.
3. An Offer and Bid match if:
 1. the Holding the subject of the Offer matches the Holding the subject of a Bid;
 2. neither the Offer nor the Bid has expired or been withdrawn; and
 3. in the case of Offers for which Secured Payment Settlement is available, the Buyer has a Trading Balance that is acceptable to AgriChain.
4. If you are a Buyer, a Bid you set may be split and automatically or manually matched against multiple Offers.

5.3 Cash Transactions

The online marketplace feature of the Service enables Growers and Buyers to manually accept Offers and Bids (including counter-Bids) for the Holding that they consider to be acceptable.

5.4 Transaction confirmation

1. On the date that an Offer and Bid are matched or accepted in accordance with clause 5.2 or 5.3, the Service will automatically:
 1. display a confirmation to the Grower and Buyer that a Match Transaction or Cash Transaction (as applicable) has occurred; and
 2. notify the Custodian if the Transaction is to be settled by Secured Payment Settlement.
2. All Grower Transactions, whether Match Transactions or Cash Transactions, are final and binding on the Buyer and Grower.

6 TRADE TRANSACTIONS

1. Trader and Buyer are to be treated as the one and the same.

7 SUSTAINABLE TRANSACTIONS

7.1 Sustainable Transactions generally

1. Sustainable Growers may enter into Sustainable Transactions with Sustainable Buyers through the Service. These are transactions between Sustainable Growers and Sustainable Buyers for the sale and purchase of a certain Holding that is a Sustainable Commodity.
2. A Buyer or Grower may not enter into Sustainable Transactions through the Service unless each party has been identified as a Sustainable Buyer or Sustainable Grower (as the case requires) on the Service, via the NGR sustainability portal.
3. Despite being authorised as Sustainable Buyers and Sustainable Growers, Sustainable Buyers and Sustainable Growers continue to be authorised to enter into Grower Transactions and Trade Transactions (as applicable) through the Service for Holdings that are not Sustainable Commodities.
4. Sustainable Transactions will be:
 1. executed in accordance with clause 5;
 2. settled in accordance with clauses 9 and 10; and
 3. governed by these Terms of Use as if all references to the capitalised term (including any capitalised term within the definition of applicable capitalised terms):
 1. "Grower Transaction" is replaced with "Sustainable Transaction";
 2. "Grower" is replaced with "Sustainable Grower"; and
 3. "Buyer" is replaced with "Sustainable Buyer".

7.2 Sustainable Buyers

1. A Buyer may only become authorised as a Sustainable Buyer on the Service if the Buyer has received sustainability status on the National Grower Register.
2. AgriChain relies on information provided by the National Grower Register and does not independently accept requests or otherwise authorise Buyers as Sustainable Buyers.
3. You must immediately notify AgriChain in writing if you are accepted as a Sustainable Buyer and you subsequently fail to meet the criteria to be a Sustainable Buyer, including losing your sustainability status on the National Grower Register.

7.3 Sustainable Growers

1. A Grower may only become authorised as a Sustainable Grower on the Service if the Grower:
 1. holds a valid International Sustainability and Carbon Certification declaration; and
 2. has received sustainability status on the National Grower Register.
2. AgriChain relies on information provided by the National Grower Register and does not independently accept requests or otherwise authorise Growers as Sustainable Growers.
3. You must immediately notify AgriChain in writing if you are accepted as a Sustainable Grower and you subsequently fail to meet the criteria to be a Sustainable Grower, including losing your sustainability status on the National Grower Register or ceasing to hold a valid International Sustainability and Carbon Certification declaration.

7.4 No liability

1. You acknowledge that AgriChain relies on information provided by the National Grower Register being true and accurate.
2. You agree that, subject to clause 15.3, AgriChain is not liable for any loss or damage arising out of a Transaction:
 1. where a Holding has been incorrectly (either negligently or fraudulently) designated by a Sustainable Grower as a Sustainable Commodity;
 2. where a Grower has provided incorrect information regarding its entitlement to be a Sustainable Grower, including information provided by the Grower to the National Grower Register; or
 3. where a Grower subsequently becomes disentitled to be a Sustainable Grower under these Terms of Use without notifying AgriChain.

8 Forward Delivery Transactions

8.1 Forward Delivery Transactions generally

1. Growers may enter into Forward Delivery Transactions with Buyers through the Service. Forward Delivery Transactions comprise Grower Transactions and Sustainable Transactions:
 1. where the relevant Holding is to be delivered at a future date; and
 2. arranged through the online marketplace feature on the Service.
2. A Holding in respect of a Forward Delivery Transaction may (but is not required to) physically exist at the Transaction Date, and must exist and be delivered as a physical Holding during the Delivery Period.
3. Growers cannot nominate an Offer as a Forward Delivery Transaction. A Buyer can nominate a Bid as a Forward Delivery Transaction where the details of the Bid comply with paragraph (e). AgriChain may offer additional Bid and counter-Offer parameters and features from time to time.
4. Bids and Forward Delivery Transactions must include details for all nominated fields required by AgriChain (in its discretion) from time to time. This may include:

1. delivery site(s) and additional site(s) (where required), including whether such sites are at “buyer’s call” or “seller’s call”;
 2. grades and spread prices;
 3. the contract type that will apply to the Sale Terms (eg, ‘Del Buy’, ‘Del Silo’, ‘Free instore Port’); and
 4. the Delivery Period (including any applicable delivery dates).
5. Unless notified by AgriChain, the terms of any Sale Terms will be subject to the prohibitions, requirements and restrictions in this clause 8 and will not apply until accepted by AgriChain.

8.2 Transaction confirmation

1. On the date that:
 1. an Offer (or counter-Offer) and Bid for a Forward Delivery Transaction are matched or accepted in accordance with clause 5.2 or 5.3; or
 2. the Sale Terms for a Forward Delivery Transaction have been executed, submitted and accepted in accordance with clause 8.1, the Service will automatically:
 3. assign that a certain Holding of the Grower is the subject of the Forward Delivery Transaction; and
 4. issue a confirmation to the Grower and Buyer that the Forward Delivery Transaction has been successfully submitted.
2. Subject to clause 8.4, all Forward Delivery Transactions are final and binding on the Grower and Buyer once submitted and accepted.

8.3 Variations to be agreed outside of AgriChain

1. Any contractual variations to the Sale Terms or Transaction must be agreed directly between the parties and cannot be negotiated or implemented through the Service.

8.4 Prohibition

1. A Grower must not use the Service to confirm that a Holding is transferred if it has not delivered that Holding to AgriChain Group or approved third party storage facilities.
2. Parties to a Forward Delivery Transaction are prohibited from:
 1. varying the terms of the Forward Delivery Transaction to:
 1. allow the Grower’s delivery obligations to be wholly settled by cash or by set-off rather than the delivery of the Holding;
 2. change or substitute any counterparty to the Forward Delivery Transaction with a different counterparty; or
 3. novate or assign any obligations to a third party that is not a counterparty to the Forward Delivery Transaction as at the Transaction Date; and
 2. entering into:
 1. a new or separate Transaction (including Forward Delivery Transaction) that is matched up to the original Forward Delivery Transaction for the purposes of bringing an effective end to one party’s obligations under the original Forward Delivery Transaction (including through obligation set off); and
 2. transactions or arrangements which, in effect, cause a Forward Delivery Transaction to become a tradable contract, security or a derivative (as defined under the Corporations Act 2001 (Cth)).
3. The prohibitions in paragraph 8.4 are not intended to limit:
 1. the provision of washout arrangements for non-delivery of a Holding; or

2. a party from being able to hedge their liability under a Forward Delivery Transaction by entering into separate transactions with parties that are not the Grower in respect of a Holding to be delivered under the Forward Delivery Transaction.
4. Any contravention (or attempted contravention) of paragraph 8.4 will be void and have no effect, and AgriChain may (in its discretion) immediately terminate both parties' access to the Service.

9 SETTLEMENT OF TRANSACTIONS

9.1 Your settlement options

1. Grower Transactions that you enter into (including through other Registered Users) may only be settled by Self-Managed Settlement

9.2 Self-Managed Settlement

If a Transaction is to be settled by Self-Managed Settlement:

1. then you and the counterparty to that Transaction are responsible for settling that Transaction directly between you under the agreed Sale Terms (and neither AgriChain nor the Custodian has any responsibility for facilitating any part of the settlement of that Transaction); and
2. the Buyer must pay the applicable Transaction Fee.
3. Without limiting AgriChain's rights under these Terms of Use (including those set out in clause 16), if the Buyer does not pay the amounts required under clause 9.3(c)(ii) in respect of a Grower Transaction, AgriChain may (in its discretion) suspend the Buyer's ability to access and use the Secured Payment Settlement function until the following Year. You acknowledge and agree that AgriChain may impose such suspension without any claim by you.

10 GST

10.1 Definitions

In this section, the following terms have the following meanings:

1. "Acquisitions" means all acquisitions from third parties on the Grower's behalf which are subject to GST and which relate to the trade of Holdings using the Service;
2. "Adjustment Notes", "GST", "Input Tax Credits", "Registered for GST" and "Tax Invoices" have the same meaning as in the GST Act;
3. "GST Act" means A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time; and
4. "Supplies" means all supplies made to the Buyer on the Grower's behalf which are subject to GST and which relate to the trade of Holdings using the Service.
5. If a supply under these Terms of Use is a taxable supply, all amounts payable must be increased by the amount of GST payable in relation to the supply. All GST must be paid by the recipient of the supply at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).

11 RISK, TITLE & DELIVERY

11.1 Risk & title

1. This clause applies unless stated otherwise in Sale Terms.
2. Except for Forward Delivery Transactions:

1. on the Transaction Date of a Transaction:
 1. risk and title to the Holding the subject of the Transaction passes immediately from the Seller to the Buyer; and
 2. the Holdings of the Seller and the Buyer will be adjusted in the Service accordingly;
3. For Forward Delivery Transactions:
 1. risk and title will pass on the Grower Transferring of the Holding; and
 2. the Holdings of the Grower and Buyer will be adjusted in the Service accordingly.

12 CANCELLATION OF TRANSFERS AND TRANSACTIONS

12.1 All Transfers and Transactions

1. AgriChain may at its discretion cancel a Transfer or Transaction:
 1. if AgriChain (acting reasonably) considers that the Transfer or Transaction should be canceled (including, but not limited to, instances of suspected fraud, security threats, unauthorised Transfers or Transactions or infringement of third party rights).
2. AgriChain will notify both parties if it cancels a Transfer or Transaction under paragraph (a) and (b).
3. If a Transfer or Transaction is canceled under this clause 12.1, the Holdings of the parties to the Transfer or Transaction will revert to the levels recorded by the Service immediately prior to the Transfer or Transaction and title will revert accordingly.

13.6 No warranty or guarantee

1. AgriChain may display indicative target grades, market value (including a top cash bid) or other projected performance indicators for an eligible Ticket. However, AgriChain makes no warranty or guarantee that such indicators will be realised during the review process or after a Ticket has been upgraded.
2. AgriChain makes no warranty or guarantee with respect to the market price of any Grain Holding.
3. You acknowledge and agree that you have no claim against AgriChain with respect to any issue to loss suffered by you or any party in connection with the use of the AgriChain platform.

14 PROPRIETARY RIGHTS, DATA AND PRIVACY

14.1 Proprietary rights and data

1. All intellectual property and other rights comprised in the Service (including the Website and App), are the property of AgriChain or its licensors and vest or remain vested in AgriChain or its licensors at all times. You receive no right, title or interest in or to any part of the Service other than the limited right to access and use the Service subject to and in accordance with these Terms of Use.
2. All intellectual property and other rights comprised in data you upload to, store in or generate through the Service, remain vested in you or your licensors. You grant AgriChain and its Related Bodies Corporate a non-exclusive, transferable, perpetual, irrevocable, worldwide, royalty-free, license (with the right to sub-license) to reasonably use, modify, and exploit all data you upload to or store in the Service for the purposes of maintaining or developing the Service or other product offerings that reasonably require such data, subject to clause 14.2 in the case of any such data that is personal information.

3. In order to facilitate the payment of Third Party Fees, AgriChain may be required to disclose your data (as uploaded, stored or generated through the Service) to third party providers (for example, disclosure to royalty managers and their agents). You authorise and consent to AgriChain disclosing your data to these third parties for this purpose.

14.2 Privacy

1. Each party must comply with the Privacy Act in collecting, storing, using, disclosing or otherwise processing personal information in connection with the Service and these Terms of Use.
2. If you provide any personal information to AgriChain (including through the registration process or entry into the Service), you warrant that you consent to, and have obtained all consents and given all notifications to other individuals necessary for, AgriChain to lawfully collect, store, use, disclose and otherwise process that personal information as necessary to provide the Service, including:
 1. to display your Registered User details in the user interface of the Service as the maker of an Offer, Transfer, Transaction to other users; and
 2. as set out in the Agrichains [AgriChains Group's Privacy Policy](#).
3. If you become aware of any actual or suspected loss, unauthorised access, modification or disclosure of personal information in connection with these Terms of Use (Data Breach), you must:
 1. notify AgriChain immediately in writing providing all information relevant to the actual or suspected Data Breach (including the personal information affected); and
 2. provide all reasonable cooperation and assistance reasonably required by AgriChain with respect to the investigation, remediation and assessment of the actual or suspected Data Breach.
4. In addition to its obligations under the Privacy Act regarding notifiable data breaches, if AgriChain becomes aware of any actual or suspected Data Breach relating to personal information provided by you it will notify you in writing providing all information relevant to the actual or suspected Data Breach and the remedial steps being taken by AgriChain.

15 RISK ALLOCATION

15.1 Indemnity

You indemnify AgriChain, its Related Bodies Corporate, and their respective officers, employees, contractors and agents against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature suffered, paid or incurred by them arising out of:

1. your breach of these Terms of Use;
2. your breach of any Sale Terms;
3. your violation of any applicable law,

in each case, to the extent caused or contributed to by You or your Registered Users or any other person under your User Account.

15.2 Warranties

AgriChain endeavors to ensure that the Service is provided appropriately and that all associated information is accurate and complete. However, and to the extent permitted by law, AgriChain provides the Service "as is" and excludes all conditions, warranties and guarantees, whether express, implied, statutory or otherwise. Without limiting the foregoing, AgriChain does not represent or warrant that:

1. the Service (including the Website or App) will be available for use at all times or any particular time;
2. the Service will conform with any specifications, be of merchantable quality, be free from errors, defects or security risks, or be fit for any purpose;
3. information available through the Service is true, accurate, current or complete, including information about AgriChain Group storage facilities, your Holdings, Movement Requests, Offers, Bids, Transfers, Transactions, Transaction Prices and the Holdings the subject of them, your usage history, invoices, RCTIs, overall marketplace transaction volume, and trends;
4. Offers and Bids (including counter Bids), will be available for acceptance or automatic matching for any length of time or at any particular time;
5. that any person has the capacity or ability to consummate any Offer, Bid, Transfer or Transaction made by or on behalf of that person using the Service; or
6. use of the Service will not infringe the rights of third parties (including rights to intellectual property, confidentiality or privacy).

15.3 Liability

1. To the extent permitted by law, neither party will be liable, whether in contract, tort (including negligence) or any other basis in law or equity, for Indirect Loss.
2. Without limiting clause 15.3(a), AgriChain and its Related Bodies Corporate are not liable for any loss or damage arising out of:
 1. access or use of the Service by You or your Registered Users, including any Offer, Bid, Transfer, Transaction or contact with other persons made;
 2. any fraudulent, negligent, reckless, wilful, misleading or unlawful acts or omissions by you or your Registered Users;
 3. any Buyer or Seller failure to perform its obligations under or in connection with a Transaction (including the applicable Sale Terms);
 4. inaccurate information being provided by the National Grower Register to AgriChain;
 5. any failure, malfunction, fault in delivery, delay, omission, suspension, inaccuracy, interruption, termination or other cause, in connection with the furnishing, performance, operation, maintenance, use of or inability to use all or any part of the Service (including any Force Majeure Event);
 6. any unauthorised access to or use of the Service, including unauthorised use of user names, passwords or PINs issued to your Registered Users;
 7. the termination, suspension or revocation of your access or use of the Service or cancellation of any Transfer or Transaction by AgriChain in accordance with the Terms of Use; or
 8. any of the matters listed in clause 15.2 not being correct,
3. except to the extent directly caused or contributed to by an act or omission of AgriChain or its Related Bodies Corporate.
4. Nothing in these Terms of Use excludes, limits or modifies any condition, warranty, guarantee, right or remedy which applies to the Service or these Terms of Use under Schedule 2 to the Competition and Consumer Act 2010 (Cth) or similar state or territory legislation and cannot be excluded, limited or modified at law. If any such condition, warranty or guarantee cannot lawfully be excluded, then to the extent permitted by law, AgriChain's liability for breach of such condition, warranty or guarantee is limited (at AgriChain's option) to the resupply of the Service or the payment of the cost of the same.
5. Subject to the remainder of this clause 15.3, the maximum aggregate liability of AgriChain and its Related Bodies Corporate, whether in contract, tort (including negligence) or any other basis in

law or equity, arising out of or in connection with the Service and these Terms of Use is limited in any calendar year to the greater of:

1. the amount of any fees paid by you for access and use of the Service in that calendar year; and
2. \$10,000.

16 TERMINATION, SUSPENSION AND REVOCATION OF ACCESS

AgriChain may, in its discretion, terminate these Terms of Use or suspend or revoke your access to the Service (or any part of the Service).

1. you or your other Registered Users breach these Terms of Use (including in relation to clause 8.4);
2. you or your other Registered Users provide any information (including, in respect of buyers, advertised payment terms for bids and counter-bids and, in respect of Sellers, information provided to become a Sustainable Grower and any designation that a Holding is a Sustainable Commodity) that is untrue, inaccurate, not current or incomplete or AgriChain has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete;
3. you or your other Registered Users attempt to enter into a Transfer or Transaction in excess of your Holdings as recorded by the Service;
4. you suffer an Insolvency Event; or
5. AgriChain (acting reasonably) considers that termination is necessary or your access should be suspended or revoked (having regard to the object of the Service and these Terms of Use) including, but not limited to, where AgriChain considers there is a security issue which requires further investigation,
6. Failure to pay any outstanding AgriChain invoice or Any outstanding invoice issued from any of the storage sites using the Grainstor and or AgriChain solutions.

and AgriChain will notify you in writing of any termination, suspension or revocation of access to the Service as it relates to you or your Registered Users.

17 GENERAL

1. To avoid any doubt, references in these Terms of Use to "Grain" that is the subject of an Offer, Bid, Transaction, Transfer or Movement Request are references to a Grain as a fungible commodity, being Grain of a particular commodity type, grade and, season (as classified by AgriChain) and not any specific physical sample of Grain.
2. These Terms of Use (including all documents incorporated by reference) constitute the entire agreement between you and AgriChain with respect to the Service and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and AgriChain with respect to the Service.
3. We may amend these Terms of Use from time to time and will take reasonable steps to notify you of such amendments (including by posting the updated Terms of Use on the Service). You are responsible for reviewing these Terms of Use each time you use the Service to ensure that you agree with any such amendments and your continued use of the Service constitutes your acceptance of such amendments.
4. You must not assign your rights or subcontract your obligations under these Terms of Use without AgriChain's prior written consent. AgriChain may assign its rights and subcontract its obligations under these Terms of Use (including to other AgriChain Group members).
5. AgriChain enters into each provision of these Terms of Use which is expressed for the benefit of a Related Body Corporate of AgriChain in AgriChain's own right and on trust for that Related Body Corporate.

6. AgriChain waives a right under these Terms of Use only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.
7. You and AgriChain are and will remain independent contractors. Nothing in these Terms of Use will be construed to create any joint venture, partnership, employment, or agency relationship between you and AgriChain.
8. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be read down to the extent necessary to avoid the invalidity or unenforceability and (if that is not possible) it will be severed without affecting the validity and enforceability of the remainder of these Terms of Use.
9. These Terms of Use are governed by the laws of Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the Victorian courts (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.
10. By registering for, accessing or using the Service you warrant that you possess the legal authority to enter into, and use the Service in accordance with, these Terms of Use. You are responsible for your costs of access and using the Service and the performance of these Terms of Use.
11. Any disputes between parties to a Transaction must be resolved directly between the parties and (where applicable) in accordance with the relevant Sale Terms. By accepting these Terms of Use and entering into any Transaction, the parties acknowledge and accept this dispute process, and the releases, indemnities and limitations of liability in clause 15 will apply.

18 MARKETPLACE TERMS

If you download the App from the Apple App Store, Google Play Store or similar digital marketplaces (Marketplace), then you acknowledge and agree that:

1. these Terms of Use are solely between you and AgriChain (and not the Marketplace) and neither the Marketplace nor any of its Related Bodies Corporate has any liability under or in connection with the App or these Terms of Use. However, if any provision of these Terms of Use is inconsistent with any Marketplace terms applicable to the App, the Marketplace terms apply to the extent of the inconsistency;
2. AgriChain is solely responsible for the App (and the Service offered through the App), warranties given in these Terms of Use, and third party claims that the App or use or possession of it, infringes a third party's Intellectual Property Rights. If you have any complaints about the App, or become aware of any third party claim, please notify AgriChain (and not the Marketplace);
3. any information collected by AgriChain in connection with these Terms of Use will be processed in accordance with these Terms of Use or the AgriChain Group's Privacy Policy and not the privacy policy or data processing agreement of any Marketplace;
4. you must comply with all applicable third party terms and conditions when using the App;
5. you are not on a US government restricted parties' list and you do not live in a country subject to a US government embargo or which is designated as "terrorist supporting country"; and
6. the Marketplace and its Related Bodies Corporate are third party beneficiaries of this clause 18, and will have the right to enforce this clause 17 against you as a third party beneficiary.

19 DEFINITIONS

Advisor means legal, accounting, taxation and other professional advisors.

App means the mobile application named 'AgriChain', available at the Apple App Store and Google Play Store, through which Registered Users may access and use the Service.

Bid means a cash price bid for the purchase of a Holding set by a Buyer or Sustainable Buyer pursuant to a proposed Grower Transaction, Sustainable Transaction or Forward Delivery Transaction (respectively and as the case requires) using the Service.

Broker means an independent person engaged by a Seller, at least partially on a commission, to facilitate Transactions through the Service on the Seller's behalf.

Business Day means any day other than a Saturday, Sunday or public holiday in Sydney, Australia.

Buyer means a Registered User of the Service that is an actual or prospective buyer of a Holding and includes other Registered Users under the same User Account.

Buyer Terms of Payment means the number of Business Days within which the Buyer is required to transfer payment to the Custodian from the Transaction Date, being one (1) Business Day prior to the agreed terms of payment published on the Service for the relevant Holding.

Cash Transaction means a binding transaction for the sale and purchase of a certain Holding that is entered into by a Buyer and Grower or Sustainable Buyer and Sustainable Grower, under the applicable Sale Terms, at the time a Buyer or Grower or Sustainable Buyer or Sustainable Grower (as the case requires) manually accepts an Offer or Bid in accordance with clause 5.3

Current Season means the season year (being twelve consecutive months) and:

1. for all Grain except sorghum, means the period commencing:
 1. In respect of Central Queensland, on 1 August of that year;
 2. In respect of Southern Queensland and Northern NSW, on 1 September of that year;
 3. In respect of Southern NS and Victoria, on 1 October of that year;
2. For sorghum, the period commencing on 1 January of that year.

Delivery Period means the window of time nominated in a Forward Delivery Transaction during which the relevant Holding must be delivered.

Force Majeure Event means any incident, event, circumstance, act or omission beyond the reasonable control of AgriChain, including any acts of God, strikes, civil strife, riots, failures of information and communications technology systems, wars, fire, explosion, storm, flood, earthquake, subsidence or epidemics.

Forward Delivery Transaction means a Grower Transaction or Sustainable Transaction (as applicable) between a Grower and Buyer in relation to a Holding that is to be delivered at a future date.

Grain means wheat, durum, barley, canola, oats, rye, triticale, legumes and pulses, rice, oilseeds, sorghum, maize and cotton seed and any other type of grain or seed accepted into a storage facility owned or controlled by a AgriChain Group member.

AgriChain means AgriChain Pty Ltd, ABN 59 606 114 989

AgriChain Agreement means a Country Storage & Handling Agreement, Grower Warehousing Agreement, Bulk Wheat and Non-Wheat Port Termination Services Agreement or Bulk Wheat and Bulk Grain Port Terminal Services Protocols for Exempt and Non-Exempt Port Terminals entered into with a AgriChain Group member.

AgriChain Group means AgriChain and its Related Bodies Corporate, including AgriChain and the Custodian.

Grower means any legal entity or individual with a Grower Registration Number who:

1. stores Grain or Non-Grain with AgriChain under a Grower Warehousing Agreement;
2. is a Registered User of the Service; and
3. is an actual or prospective seller of a quantity of a Holding and includes other Registered Users under the same User Account.

Grower Registration Number means the registration number issued to a Grower by the National Grower Register.

Grower Transaction means a Match Transaction or Cash Transaction.

Holding means a holding of Grain, Non-Grain or Sustainable Commodity which is identifiable on the Service by commodity, grade, season and location. For clarity in relation to Forward Delivery Transactions, a Holding includes a future Holding that may not presently exist as at the Transaction Date but must exist at the commencement of the Delivery Period.

Indirect Loss means:

1. loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and
2. loss that does not arise naturally or according to the usual course of things from a breach, act or omissions relating to these Terms of Use.

Insolvency Event means, in respect of a person, becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due.

Match Transaction means a binding transaction for the sale and purchase of a certain Holding that is entered into by a Buyer and Grower or Sustainable Buyer and Sustainable Grower (as the case requires), under the applicable Sale Terms, at the time an Offer is automatically or manually matched to a Bid in accordance with clause 5.2.

Movement Request means a request to out-turn or accept receipt of a Holding under the terms of an AgriChain Agreement.

National Grower Register or NGR means the grower registration system operated by National Grower Register Pty Ltd ACN 095 857 266.

Next Season means the season immediately following the Current Season.

Non-Grain means a commodity which is not Grain and has been accepted into a storage facility owned or controlled by an AgriChain Group member.

Offer means a cash price offer for the sale of a quantity of a Holding made by a Grower or Sustainable Grower pursuant to a proposed Grower Transaction or Sustainable Transaction (respectively and as the case requires) using the Service.

Privacy Act means the Privacy Act 1988 (Cth).

RCTI means recipient created tax invoice.

Registered User means you and natural persons who are your officers, employees, individual contractors, immediate family members, Advisors and, if you are a Seller, Brokers who are registered to use the Service under your User Account.

Related Bodies Corporate has the meaning given to it in section 50 of the Corporations Act 2001 (Cth).

Reserve Bank Cash Rate means the official cash rate set by the Reserve Bank of Australia as published and updated on the first Tuesday of each calendar month.

Sale Terms means the contract terms governing a Transaction, being:

1. the applicable Grain Trade Australia standard form of contract
2. such contract terms as the Buyer and Seller may agree for a Transaction concluded by Self-Managed Settlement and Forward Delivery Transactions,

together with the applicable Transaction Price and any applicable settlement, risk and title terms listed in clause 9. In the event of any inconsistency between these Terms of Use and the contract terms listed in paragraph (a) and (b), these Terms of Use prevail to the extent of the inconsistency.

Self-Managed Settlement means settlement of a Transaction directly between a Buyer and Seller independent of the Service.

Seller means a Grower, Trade Seller or Sustainable Grower (as the case requires).

Service means the 'AgriChain' online information technology platform and service that provides

Sustainable Buyer means a Buyer that:

1. has received sustainability status on the National Grower Register; and
2. AgriChain has identified the Service as being authorised as a Buyer that is able to participate in a Sustainable Transaction.

Sustainable Commodity means Grain or Non-Grain that:

1. AgriChain has identified as a type of Grain or Non-Grain that a Sustainable Grower may designate as a Sustainable Commodity on the Service; and
2. a Sustainable Grower has been designated as meeting the criteria of being a Sustainable Commodity on the Service.

Sustainable Grower means a Grower that:

1. holds a valid International Sustainability and Carbon Certification declaration, as identified on the National Grower Register; and
2. AgriChain has identified the Service as being authorised as a Grower that is able to participate in a Sustainable Transaction.

Sustainable Transaction means a Grower Transaction between a Sustainable Grower and Sustainable Buyer in relation to a Holding that is a Sustainable Commodity.

Terms of Use means:

1. the terms and conditions set out in this document; and
2. The terms and conditions and privacy policy set out on AgriChains website www.agrichain.com

in each case, as may be amended from time to time.

Third Party Fee means a royalty, levy, charge or other fee payable by a Buyer to third parties in respect of a Holding the subject of a Transaction (such as Federal and State government levies, charges and fees and industry levies, charges and fees) but, for the avoidance of doubt, excludes fees and charges payable by a Buyer under an AgriChain Agreement.

Trade Seller means a Registered User of the Service that is not a Grower but is an actual or prospective seller of a quantity of a Holding and includes other Registered Users under the same User Account.

Trade Transaction means a binding transaction for the sale and purchase of a certain Holding that is entered into by a Buyer and Trade Seller, under the applicable Sale Terms, at the time it is submitted to AgriChain through the Service.

Trading Balance means the Trading Limit allocated to a Buyer less the aggregate value of all unsettled Bids and Transactions to be settled by Secured Payment Settlement and made by the Buyer at that time.

Trading Limit has the meaning given to it in clause 3.2(b).

Transaction means a Grower Transaction, Trade Transaction, Sustainable Transaction or Forward Delivery Transaction (as the case requires).

Transaction Date means (as applicable):

1. the date on which a Grower Transaction or Sustainable Transaction is entered into in accordance with clause 5.4;
2. the date on which a Trade Transaction is entered into by the relevant parties and as specified in the applicable Sale Terms or where no date is specified in the applicable Sale Terms, the date on which the Trade Transaction is confirmed in accordance with clause 6.3; or
3. the date on which a Forward Delivery Transaction is entered into by the parties under the applicable Sale Terms, or otherwise the date on which the Forward Delivery Transaction is confirmed in accordance with clause 8.2.

Transaction Fees means the transaction fees payable by a Buyer to AgriChain for Self-Managed Settlement Transactions

Transaction Price means the sale price for Transaction as agreed by the relevant parties, whether through the acceptance of an Offer, Bid or counter-Bid (as applicable), or pursuant to the applicable Sale Terms.

Transfer means the transfer of a Holding using the Service.

User Account means a registered account with AgriChain which permits access and use of the Service in accordance with these Terms of Use.

Website means the website at the domain name www.agrichain.com or platform.agrichain.com through which Registered Users may access and use the Service.

Year means the consecutive calendar year period starting 1 October and ending the following 30 September.

Revision date: July 2024

SCHEDULE OF FEES AND TERMS OF PAYMENT

2. Transaction Fees

Transaction Fees payable by you are as set out in the table below.

Description of Fee	Fee (per metric tonne)
Transaction fee - Applicable only to NON GROWERS and applied to ANY commodity that enters your account at any of the sites listed in Schedule 4	\$0.30 per metric tonne (30 cents)
Third party Data Access Fees - Applicable to finance and insurance providers and any other party requiring use of the AgriChain ecosystem outside of the standard grower warehouse usage.	\$0.50 per metric tonne (50 cents)

3. Terms of Payment

1. You agree to pay the Transaction Fees set out in Item 2 of this Schedule in accordance with this Schedule and the Terms of Use.
2. Self-Managed Settlement Transaction Fees are payable within seven (7) Calendar Days of the date of the Tax Invoice.
3. Calendar Days means any given day of the calendar year.
4. All Transaction Fees are in AUD exclusive of GST.
5. You agree that all amounts payable by you are without set-off or counterclaim.
6. You acknowledge that AgriChain may require adjustments to be made for any error in the calculation of the Transactions Fees. If an adjustment is required, AgriChain will issue an Adjustment Note which you agree to pay in accordance with its terms.
7. In addition to its rights at law, if you default and fail to pay Transaction Fees in accordance with this Schedule and these Terms of Use, you acknowledge that AgriChain may in its discretion:
 1. demand payment of monies owed;
 2. terminate the Terms of Use, or suspend or revoke your and your Registered Users access to the Service on reasonable notice;
 3. charge interest in accordance with clause (I).
8. If you default and fail to pay Transaction Fees you will be liable to pay default interest, calculated daily at a rate that is the aggregate of the Reserve Bank Cash Rate plus 2% per annum on the outstanding amount, from the date it was due until the date on which payment is made.

Debt Collection and Recovery Costs

In the event that the Customer fails to pay any amount due under this Agreement within the agreed payment terms, AgriChain reserves the right to engage third-party debt collection services to recover the outstanding amount. The Customer agrees that they shall be liable for all reasonable costs incurred by AgriChain in recovering any overdue payments, including but not limited to legal fees, administrative costs, and collection agency charges.

Schedule 3

Please see the below listed warehouse sites which use the integrated Grainstore / AgriChain integration.

1. Shannons Grain Storage - Horsham
2. Shannons Grain Storage Beulah
3. Dublin Clean Grain
4. Pilgrim Grain
5. Sizer & Cogill - Kenlogan
6. TE Storage
7. Windarra grain Storage
8. Longdarra Grain
9. Laharum Bulk Storage

Revision date: May 2025