

Appointment of Authorised User

PURPOSE	This form is for National Grower Register (NGR) holders who: (i) are a registered user for the CropConnect Service; and/or (ii) have a Grower Warehouse Agreement with Graincorp (Grower), and intend to appoint and authorise a third party (Authorised User) and the stated nominees (if applicable) to access, as applicable, the Grower's: (iii) User Account in the CropConnect Service; and/or (iv) Stock Information, subject to the following terms and conditions (Agreement).
INSTRUCTION	If the Grower wishes to grant an Authorised User certain access in respect of CropConnect and/or the Grower Warehouse Agreement, this form is to be completed and sent to Growers@graincorp.com.au. All references to dates should be in DD/MM/YYYY. If you need help completing this form please contact GrainCorp on 1800 472 467. Please ensure a separate form is filled out for each relevant NGR account. Growers should carefully consider the appointment of an Authorised User, as the Authorised User will be able to act on the Grower's behalf. Neither this form nor any assistance by GrainCorp to complete this form constitutes legal advice by GrainCorp to the Grower, whether or not stated to be the case.

Part 1 – Grower (Please complete)

NGR Details	ABN or ACN: Entity name: NGR:	
Note: The Grower details in this section must be the same details for the designated "Primary Contact" of this NGR	First name:	Last name:
	Phone: ()	Mobile:
	Email:	

Part 2 – Authorised User (Please complete **EITHER** Section A or B)

Section A: Complete this section if the Authorised User is a corporate entity. Notes: (Key Person) The Authorised User must nominate a Key Person with the right to issue default, dispute, variation or termination notices under this form. Key Persons tend to be senior managers with the authority to act in this manner. (Nominee) Nominees will be individuals employed by the Authorised Person to perform day-to-day responsibilities in relation to the	<table border="1" style="width: 100%;"> <tr> <td colspan="2">Entity Name:</td> </tr> <tr> <td colspan="2">ABN or ACN:</td> </tr> <tr> <td colspan="2">Registered Office (if applicable):</td> </tr> <tr> <td colspan="2">Key Person</td> </tr> <tr> <td>Name:</td> <td>Phone:</td> </tr> <tr> <td>Position:</td> <td></td> </tr> <tr> <td>Email:</td> <td></td> </tr> <tr> <td colspan="2">The Authorised User has designated the following nominee(s) to deal on behalf of the Grower as per Part 3 of this Form:</td> </tr> <tr> <td>1. _____ (Name), _____ (email)</td> <td></td> </tr> <tr> <td>2. _____ (Name), _____ (email)</td> <td></td> </tr> <tr> <td>3. _____ (Name), _____ (email)</td> <td></td> </tr> </table>	Entity Name:		ABN or ACN:		Registered Office (if applicable):		Key Person		Name:	Phone:	Position:		Email:		The Authorised User has designated the following nominee(s) to deal on behalf of the Grower as per Part 3 of this Form:		1. _____ (Name), _____ (email)		2. _____ (Name), _____ (email)		3. _____ (Name), _____ (email)	
Entity Name:																							
ABN or ACN:																							
Registered Office (if applicable):																							
Key Person																							
Name:	Phone:																						
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1. _____ (Name), _____ (email)																							
2. _____ (Name), _____ (email)																							
3. _____ (Name), _____ (email)																							

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Appointment. Although a nominee may also be a Key Person, this is not necessarily the case. Specify all nominees and let us know immediately if the details of the nominees change at any time during the Term.	4. _____ (Name), _____ (email) 5. _____ (Name), _____ (email) 6. _____ (Name), _____ (email)
Section B: If the Authorised User is an individual, complete this section with their details. In this instance the Authorised User will also have the right to issue default, dispute, variation or termination notices under this form, unless stated otherwise.	Name: _____ Phone: _____ Postal Address: _____ Email: _____

Part 3 – Appointment (Please complete Section A and select one Access Level in Section B)	
Section A: Term Select when the length of Appointment	The Term of this Appointment starts when GrainCorp notifies the Grower and/or the Authorised User that it has processed this form, and ends on the Business Day following the date that is: ☐ [1] year ☐ [2] year ☐ [3] year from the start date.
Section B: Access Level Please carefully read through the different levels of access permission and select the level of access that the Grower authorises the Authorised User to have to the Grower's User Account (Access Level). There are different levels of risk associated with the granting of each Access Level. Notes: Tick one access level only Only a single Access Level may be granted to each Authorised User and will apply to all nominees of that Authorised User. All of the nominees will have the same access level.	☐ Read only access (NOTE – MEDIUM RISK) For Growers that are Sellers, this permission will enable the Authorised User to read/view your transaction history, your Holding, your RCTIs, your Offers and your preferred buyers. For Growers that are Buyers, this permission will enable the Authorised User to view your transaction history, your Holding, your RCTIs and your Bids. The Authorised User can NOT transact on your behalf or alter your Service settings with the 'read only access'. <u>This access does NOT permit the Authorised User to trade and transfer your grain.</u> ☐ Access to transact (NOTE – HIGH RISK) For Growers that are Sellers, this permission will enable the Authorised User to trade your Holding using the Service or via the Grower Services Hotline (including the ability to set Offers, accept Bids and counter-Bids (including by means of automatic matching), enter into and settle Transactions), rate Buyers, delete preferred Buyers and read/view your transaction history, your Holding, receive Service notifications, view contract Sale Terms and notification settings. <u>This access DOES permit the Authorised User to trade and transfer your grain.</u> For Growers that are Buyers, this permission will enable the Authorised User to trade your Holding using the Service or via the Grower Services Hotline (including the ability to set Bids, set purchase tonnage limits, accept Offers (including by means of automatic matching) and enter into and settle Transactions) and read/ view your transaction history, receive Service notifications and view contract Sale Terms . The Authorised User can NOT elect preferred Buyers, read RCTIs, access historical trades or Seller invoices with the 'access to transact' access.

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	☐ All access (NOTE – HIGH RISK) This permission provides the Authorised User with total and unfettered access to your User Account and the ability to perform all functions that You as Growers can perform using the Service including, but not limited to, all access granted in the “Access to transact” level plus the ability to elect preferred buyers, read/view RCTIs and Seller invoices. <u>This access DOES permit the Authorised User to trade and transfer your grain.</u> NOTE: THIS ACCESS GIVES THE AUTHORISED USER PERMISSION TO ACT AS <u>THE GROWER</u> IN THE CROPCONNECT SERVICE PLATFORM.
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Part 4: Terms and Conditions

1. **(Agreed Terms)** Under all circumstances and at all times, both the Grower and the Authorised User must comply with these terms and conditions (**Agreement**), as well as the Terms of Use (available at <https://cropconnect.com.au/cc/market/overview>) and Grower Warehouse Agreement (**Agreed Terms**) as applicable. It is a condition precedent to this appointment, and an ongoing obligation, that the Grower and the Authorised User have accepted the Agreed Terms. The definitions and conditions imposed in the Agreed Terms apply to this Agreement as if they were stated here in full.
2. **(Authority)** The Grower agrees and acknowledges that it has appointed the Authorised User, and the Authorised User agrees and acknowledges that it accepts the appointment (**Appointment**) to act as an agent in respect of the Grower's User Account on the terms and conditions set out in this Agreement (**Agreement**). The Appointment authorises GrainCorp, its Related Bodies Corporate, their respective officers, employees, contractors and agents (**GrainCorp**) to allow and permit the Authorised User (and where there are nominees, those nominees) access to the Grower's User Account and information held by GrainCorp in respect of the Grower's User Account in accordance with the Access Level nominated by the Grower including the ability to act in accordance with the Access Level over the phone (subject to any identification requirements imposed by GrainCorp at its sole discretion).
3. **(Warranty as to authority and capacity)** The Grower and the Authorised User each represent and warrant to GrainCorp that:
 - a all information provided is true and correct;
 - b the nominee(s) appointed have, and continue to have, the authority to act under this Appointment;
 - c each party and nominee have legal authority and capacity to enter into and be bound by this Appointment;
 - d where the Grower or Authorised User is a trustee of a trust, the authorised representative of that party enters into this Appointment in their capacity as trustee of the trust and in no other capacity, they have power and authority under the terms of the trust to be bound by this Appointment, no action has been taken or is proposed to be taken to remove the authorised representative and they have a right to be fully indemnified out of assets of the trust;
 - e where the Grower or Authorised User is a partner of a partnership, the authorised representative of that party enters into this Appointment in their capacity as partner of the partnership and in no other capacity, they have power and authority to bind the partnership to this Appointment, no action has been taken or is proposed to be taken to remove the authorised representative and they have a right to be fully indemnified out of the assets of the partnership;
 - f no condition, restriction, limitation or exclusion has been placed on the Authorised User's appointment to act on behalf of the Grower inconsistent with the Access Level, GrainCorp Agreed Terms or this Appointment; and
 - g each party will not engage in misleading or deceptive conduct, or act in a manner (recklessly, wilfully or otherwise) contrary to the Appointment.
4. **(Acts of nominees – Part 2)** The Authorised User may appoint one or more nominees. The Authorised User remains responsible for all acts or omissions of its nominee(s) as if they were its own and is responsible for promptly notifying GrainCorp of any changes to the list of nominees. A change to the details of a nominee will not affect ongoing rights and obligations of the Authorised User and other nominees nominated in accordance with these terms and conditions. Where the interpretation permits, the reference to an Authorised User will also be taken to be a reference to each nominee.
5. **(Appointment – Part 3)** The Term is specified in Part 3 unless terminated earlier in accordance with clauses 6 or 7. Upon termination all access granted to the relevant Authorised User and nominee(s) will cease.
6. **(Termination by the Grower or the Authorised User)** Either the Grower or the designated Key Person of the Authorised User may terminate this Appointment at any time upon the giving of not less than 2 Business Days written notice to the other parties (or other notice period as agreed in writing), which must be duly acknowledged in writing as received by GrainCorp before it is

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valid. If someone other than the Key Person of the Authorised User purports to terminate this Appointment, this will not be a valid termination notice.

7. **(Termination by GrainCorp)** GrainCorp (acting reasonably) may terminate this Appointment at any time by written notice to the Grower or the designated Key Person of the Authorised User.
8. **(Liability and Indemnity)** The Grower and the Authorised User hereby indemnify and hold GrainCorp harmless against any claim, suit, action, complaint, direct or indirect or consequential loss, cost, expense, charge, fee, tax, penalty or damages or damage howsoever incurred by GrainCorp arising under or relating to the Appointment (**Claim**), including its termination, by acting in accordance with instructions provided by the Authorised User and any nominee(s). GrainCorp disclaims all liability and the Grower and the Authorised User agree to release GrainCorp from all Claims howsoever incurred by the Grower, the Authorised User and nominee(s) arising under or relating to the Appointment and GrainCorp acting in accordance with directions issued by an Authorised User and any nominee(s).
9. **(Notices)** Notices given under this Appointment to GrainCorp must be issued to GrainCorp via growers@graincorp.com.au. Default, dispute, variation or termination notices will only be considered properly given by the Authorised User if issued by the Key Person stated in the form. This Appointment cannot be varied except by written agreement signed by the Grower, the Authorised User and GrainCorp.
10. **(Suspensions of a breach)** If the Grower is aware of or suspects that the Authorised User and/or its nominees is acting in breach of this Agreement or Agreed Terms, the Grower **MUST** notify GrainCorp **immediately**. If the Grower notifies GrainCorp of a potential breach of this Agreement or breach of the Agreed Terms, the Grower may request that CropConnect suspends the Authorised User's and/or its nominees' access with immediate effect. This request by the Grower must be duly acknowledged in writing as received by GrainCorp. Notwithstanding any other clause to the contrary, GrainCorp at its absolute discretion may suspend the Authorised User's and/or its nominees' access with immediate effect if it is aware of or suspects that the Authorised User and/or its nominees are acting in breach of this Agreement or Agreed Terms.
11. **(No relationship)** This Appointment does not create a partnership or joint venture between the Grower, the Authorised User and GrainCorp. For the avoidance of doubt, GrainCorp owes no fiduciary duties to each of the Grower and the Authorised User, and the Grower and the Authorised User each expressly waives any which might otherwise exist.
12. **(Entire Agreement and inconsistency)** This Agreement comprise the entire agreement between the parties with respect to the subject-matter of the Appointment. For the avoidance of doubt, the terms of any agency agreement entered into between the Grower, the Authorised User and any nominee, does not apply. To the extent of any inconsistency between this Agreement and the Agreed Terms or Terms of Use, the Agreed Terms will apply.
13. **(No Assignment)** This Appointment cannot be assigned.
14. **(Governing law)** This Appointment is governed by the laws of New South Wales and all parties submits to exclusive jurisdiction of its courts.

Part 5

Acknowledgement and Sign off

By signing and returning this Agreement to Growers@Graincorp.com.au, the Grower and the Authorised User each warrant that:

- ***you have read and understood this form and Agreement;***
- ***the information you have provided is true and correct in all respects; and***
- ***you had the opportunity to obtain independent legal advice before signing.***

GROWER:

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Signature of authorised representative

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Print name of authorised representative

Print Date:

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AUTHORISED USER:

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Signature of authorised representative

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Print name of authorised representative and office

Print Date:

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