



1. BINDING AGREEMENT

1.1. The terms of this Agreement are binding on both AgOne and You from the time You agree to engage AgOne's broking services until this Agreement is terminated.

1.2 This initial term of this Agreement is 6 months and upon the expiry of the initial term, this agreement will be ongoing until such time it is terminated in accordance with the terms stated herein.

2. APPOINTMENT AS YOUR BROKER AND AGENT

2.1. You appoint AgOne as Your broker and agent for the term of this Agreement to act on your behalf in negotiating and entering into contracts with third parties for the sale of Your commodities.

2.2. You authorise AgOne, as Your agent, to do everything reasonably necessary for it to carry out its obligations under clause 2.1 of this Agreement in accordance with Your lawful instructions, including without limitation making, amending or withdrawing offers, accepting bids, and entering into contracts for the sale of Your commodities.

2.3. You agree to be bound by the actions of AgOne where it has acted as Your broker and/or agent in accordance with this Agreement.

3. BROKING SERVICES

3.1. AgOne will act in accordance with Your lawful instructions when acting as Your broker and/or agent. Subject to clause 8.4 of this Agreement, AgOne will so act as soon as reasonably practicable. AgOne will exercise any discretion it may have honestly and in your interests.

3.2. In accordance with the terms of this Agreement, as Your broker and agent, AgOne may, on Your behalf, enter into binding contracts with third parties for the sale of Your commodities (Sale Contracts).

3.3. You agree to be bound by the terms of any Sale Contract entered into by AgOne on Your behalf in accordance with this Agreement.

3.4. For the avoidance of doubt, a Sale Contract is between You and the person or entity that has agreed to buy Your commodities (Buyer). AgOne is not a party to a Sale Contract and is not bound by its terms.

3.5. Where AgOne has entered into a Sale Contract on Your behalf, it will provide a brokers contract note for that transaction to You and the Buyer within three business days.

3.6. You must notify AgOne immediately by telephone or email if there are any errors in the brokers contract note. If You do not notify AgOne of any errors by 5.00 pm (Queensland time) on the next business day after You receive the brokers contract note, that note will be deemed to be an accurate and full record of the sale.

3.7 You agree to provide AgOne with prices, volumes and any other relevant terms and conditions relating to the commodities

that You would like to place in the market, including but not limited to, terms and conditions relating to purchase/sale, price, quantity, sources, term and delivery points.

4. NON-BROKING SERVICES

4.1. Non-broking services are excluded from the services being provided under this agreement. Non-broking services include services such as advice or consulting with respect to the general administration or production of Your commodities.

5. PAYMENT – BROKING SERVICES

5.1. For each Sale Contract entered into by AgOne on Your behalf, You will pay to AgOne a commission as separately agreed with AgOne.

5.2. After having sent a brokers contract note to You, AgOne will send a tax invoice to You setting out the amount of the commission owing.

5.3. You will pay AgOne' tax invoice within the time period separately agreed with AgOne, or if no other agreement has been reached, within 7 days of You becoming entitled to receive your payment from the relevant third party pursuant to the relevant Sale Contract.

5.4. Where You fail to pay the amount owing to AgOne in full by the due date, AgOne may charge interest on the amount owing at an annual rate of 12% on and from the due date for payment until the total amount owing to AgOne is paid in full.

6. PAYMENT – NON-BROKING SERVICES

6.1. Non broking services are not provided by AgOne and accordingly additional payments will not be required.

7. PAYMENT – GST

7.1. You are responsible for paying any GST owing for any supply of services by AgOne to You. AgOne will set out the amount of any GST owing in each tax invoice.

8. YOUR FURTHER OBLIGATIONS

8.1. You agree to act in good faith towards AgOne, and to provide it or any Buyer with all necessary information and reasonable assistance to allow AgOne to perform its duties under this Agreement.

8.2. You agree to indemnify and keep indemnified on a full basis AgOne against any loss or damage it suffers, or liabilities or expenses (including all legal costs) it incurs, arising out of any:

- (a) breach of this Agreement or any Sale Contract by You;
- (b) false, misleading or deceptive representation made by You, or Your officers, employees or other agents;
- (c) wrongful or negligent act or omission made by You, or Your officers, employees or other agents; or



- (d) failure by You to pay any amount owing to any third party following the provision of services to You by AgOne under this Agreement.

8.3. You warrant now, and on each occasion on which You instruct AgOne to sell commodities, that:

- (a) the commodities You are selling is fit for purpose, is free from any defect, and complies with all State and Federal laws relating to chemical and pesticide residues;
- (b) You own the commodities and have the right to sell the commodities;
- (c) the commodities is free of any encumbrances and all other adverse interests;
- (d) You are not insolvent; and
- (e) You intend to perform, and are capable of performing, Your obligations under any Sale Contract entered into in relation to Your commodities.

8.4. You acknowledge there may be some interval, determined by business requirements, between the time You instruct AgOne and the time that instruction may be acted upon, and agree AgOne will not be liable for any loss caused as a result of such delay unless caused by AgOne' gross negligence or willful misconduct.

9. AgOne's FURTHER OBLIGATIONS

9.1. AgOne will:

- (a) act in good faith towards You;
- (b) perform its obligations to You under this Agreement using reasonable care, skill and diligence; and
- (c) act in a professional and timely manner, and will inform You as soon as practicable if it is impossible for it to do so.

9.2. Except as provided in this clause 9.2 and clause 15, AgOne will not act in a way in which its obligations to You conflict with its personal interests. Where AgOne' duties to You conflict with its personal interests, it may only act in its own interests where it has first given You full disclosure of the exact nature of its interests and You have consented to it acting in that way.

9.3. AgOne will not make any representations or give any warranty or guarantee on Your behalf without Your authority.

10. LIMITATION OF AGONE'S LIABILITY

10.1. To the extent permitted by law, AgOne' liability for breach of this Agreement or for breach of any term implied by law (including, if applicable, Part 3-2, Division 1 of the Australian Consumer Law) is limited to the supplying of the services again or the payment of the cost of having the services supplied again.

11. GENERAL TERMS

11.1. Choice of law - This Agreement is governed by the laws of Queensland and the courts of Queensland have non-exclusive jurisdiction to determine all disputes arising out of or in relation to this Agreement.

11.2. Time – Time is of the essence.

11.3. Amendment – This Agreement can only be amended by an agreement in writing signed by both parties.

11.4. Termination – This Agreement may be terminated:

- (a) by either party on three month's written notice but no earlier than the expiry of the initial term;
- (b) by either party immediately by written notice in the case of fundamental breach; or (c) immediately by written agreement of the parties.

11.6. Survival – clauses 2.3, 3.3, 5.3, 5.4, 6.3, 6.4, 7.1, 8.2, 8.4, 10.1, 11.1, 11.2, 11.6, 11.9 and 12, 14 survive termination of this Agreement. Any termination is also without prejudice to any existing rights that either party may have arising out of or in connection with this Agreement.

11.7. Severance – If any provision of this Agreement is held to be unlawful or unenforceable, that provision is to be severed from this Agreement and all other remaining provisions remain in force.

11.8. No partnership – Nothing contained in this Agreement creates a partnership between AgOne and You.

11.9. Assignment – Neither party may assign its interests in, or any benefit arising from, this Agreement without the written consent of the other party.

11.10. Notices – any notice to be served by either party on the other must be sent by email or prepaid post to the last notified address of the other party and is deemed to have been received:

- (a) if sent by email – on the next business day after sending and as soon as practicable.
- (b) if sent by prepaid post – three business days after sending.

11.11. Change of address – Each party must notify the other of a change of address or email address as soon as practicable.

12. DEFINITIONS AND INTERPRETATION

12.1. Business day means a day other than a Saturday or Sunday, or a public holiday in Brisbane, Queensland.

12.3. GST has the meaning provided in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

12.4. You or Your means the party that has engaged AgOne to provide broking services under this Agreement.

12.5. Headings are provided for convenience only and do not form part of this Agreement.



12.6. Unless otherwise indicated, a reference to the singular or plural includes a reference to the other.

13. FORCE MAJEURE

13.1 Force Majeure means the occurrence of an uninsurable event that is beyond Your reasonable control and which could not have been reasonably prevented by You, which includes, but is not limited to:

- (a) war, armed conflict, criminal damage, riot, civil strife, industrial dispute, terrorist activity or the threat of any such acts;
- (b) natural disaster (including but not limited to flooding, fire, earthquake, landslide), adverse weather conditions, high or low water levels;
- (c) nuclear or other industrial accident causing environmental pollution or contamination; or (d) change in law, meaning, enactment, amendment (including repeal) in the law or administration of any law in Australia or any jurisdiction or territory relevant to this contract, which includes changes in statute, regulation, determination, by-law, declaration, licence and the common law as applicable from time to time.

13.2 Upon the occurrence of a Force Majeure event:

- (a) You must provide AgOne with notice that such an event has occurred as soon as possible following any such event; and
- (b) You must notify AgOne of any current or prospective insurance claim You have made relating to the occurrence of a Force Majeure event; and
- (c) If you are unable to fulfil all or part of your obligations under a Sale Contract due to a Force Majeure event; and
- (d) no reasonable insurer would insure you for the loss you have sustained as a result of the Force Majeure event,

AgOne agrees to waive the benefit of the commission that would have been payable by you pursuant to that Sale Contract to the extent that You were unable to fulfil such obligations.

14. PRIVACY POLICY

14.1. The information collected by AgOne is in connection with the services provided. If you chose to withhold information requested by us, we may not be able to provide you with the services requested by You.

14.2 We collect personal information and commodity marketing services and we may ask you for personal details. We may also need to obtain information about your contact details, financial status, credit history, transaction history, banking details, or personal references. Some details may be given to us while conducting our business and maintaining business relationships.

14.3 Where necessary and in order to provide our services to You, we may disclose personal information to other organisations such as our service providers, bulk handling companies or banks. We also need to disclose information by law for purposes like reporting purposes.

14.4 AgOne will take all reasonable steps to ensure that personal information collected, used and disclosed by us is correct. We take all reasonable steps to ensure that information held in paper or electronic form is safe and secure, and that it is protected from misuse, loss, unauthorised access, modification or disclosure. If you have any concerns regarding the handling of Your personal information you must contact AgOne on the contact details previously provided.

15. CONFLICT OF INTEREST

15.1 AgOne will disclose to You full details of any conflict of interest we may have in relation to any business we are conducting for you at any time. AgOne will fully disclose to you the interest prior to concluding any relevant Sale Contract and will give You the opportunity to withdraw your instructions in relation to the relevant Sale Contract.

15.1 You acknowledge that AgOne may receive commissions and/or fees from any third party including but not limited to suppliers or buyers of commodities and unless you have notified AgOne to the contrary, prior to the commencement date, you hereby acknowledge that you have no right to object to such fees being paid to AgOne from any third party.

16. DEFINITIONS & INTERPRETATION

AgOne means AgOne Pty Ltd ACN 600 719 122 trading as Agone.



TRADING DETAILS

DATE:

Trading Name:

Owners' Name:

Contact Name:

Business Phone:..... Business Fax:.....

Mobile Phone:..... Email:.....

Postal Address:.....

ABN:..... NGR:.....

BANKING DETAILS:

Account Name: Bank:

.....

BSB:..... Branch:.....

A/C No:

I hereby authorise AgOne Pty Ltd and its employees to commence, conduct and finalise negotiations for the sale/purchase of commodities as agent and broker on behalf of the above named trading entity in accordance with the AgOne Pty Ltd Commodity Brokerage Agreement.

I authorise AgOne Pty Ltd to take all necessary actions for that purpose, including making, varying or withdrawing an offer for sale, accepting a bid and finalising a Sale Contract on behalf of the above named entity and in accordance with the Commodity Brokerage Agreement.

Signature of Sole Trader (If applicable) Name:
.....

Signature of Director (Company) Name:
.....

Signature of Director/Secretary (Company) Name:
.....

By signing this Authorisation, you represent and warrant that you have the legal capacity and authority to bind the above name trading entity and that **you have read, understood and agreed to AgOne Pty Ltd Commodity Brokerage Agreement** that has been provided to you with this document.

This authorisation is valid until terminated by notice in writing in accordance with the terms of the AgOne Pty Ltd Commodity Brokerage Agreement.

