DailyGrain Trading Platform

User Agreement

1. Introduction

This User Agreement applies to all Services. By accepting this User Agreement or using the Services, you agree to be bound by the terms of this User Agreement and the Policies (collectively, this "**Agreement**"). If you do not accept the terms of this Agreement, you must not use the Services.

2. Definitions and Interpretation

2.1 Definitions:

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

"**Agreement**" has the meaning given to that word in clause 1;

"**Business Day**" means a day on which banks are open for regular business in Western Australia, but does not include Saturday, Sunday or any public holiday;

"**Buyer**" means a grain buyer that has been granted a membership to use the Services to:

(a) buy grain under Spot Contracts, Track Contracts and Forward Contracts; and

(b) sell grain under Track Contracts.

"**Buyer Bid**" has the meaning given in clause 6(b)(ii);

"**Buyer Trading Fee**" means the amount corresponding to the fee of that description in the Fee Schedule.

"**Buyer's Terms**" means the applicable Buyer's purchase terms (including payment terms) posted on the Platform;

"**CBH**" means Co-operative Bulk Handling Ltd (ABN 29 256 604 947);

"**CBH Delivery and Warehousing Terms**" means the 'CBH Delivery and Warehousing Terms' available on the CBH website at www.cbh.com.au;

"**Charges**" means all charges, assessments, taxes or fines levied, assessed or charged on physical grain sales by any statutory authority, organisation, fund or government department under any legislative or regulatory authority, custom or trade practice in the industry;

"**Claim**" means any claim, demand, action, suit or proceeding of any nature, howsoever arising and whether present or future, fixed or unascertained, actual or contingent and whether at law, in equity, under statute, contract, tort or otherwise;

"**Consultant**" means an agricultural consultant or representative that has been appointed by a Seller to use the Services to sell grain on the Seller's behalf as the Seller's agent;

"**Contract**" means a Spot Contract or a Track Contract formed on the Platform, or a Forward Contract formed as a result of an invitation to treat made on the Platform.

"**DailyGrain**" means the business division of CBH trading as DailyGrain;

"**Direct Loss**" means, to the extent permitted by any applicable law, any damage, loss (excluding consequential loss), liability, compensation, cost, charge expense or other obligation, whether at law, in equity, arising under contract, statute, tort or otherwise;

"**Eligibility Criteria**" means any eligibility criteria for a category of membership published on the Platform from time to time;

"**Entitlement**" means entitlement to have grain of a particular quantity, type, receival location and grade at a CBH site outturned or nominated to an acquirer of grain who has executed a grain services agreement with CBH for the season in which the nomination is made;

"**Fee Schedule**" means Schedule 5 of this Agreement.

"**Force Majeure Event**" means any event beyond our reasonable control;

"**Forward Contract**" means a contract for the sale and purchase of physical grain under which the date on which the Seller must deliver the grain to the Buyer is a date after the date of the contract;

"**GSA**" means grain services agreement;

"**LoadNet**" means CBH's grain management interface available to registered users at www.cbh.com.au;

"**Loss**" means Direct Loss and any indirect or consequential loss including loss of profits, loss of business revenue, lost opportunity or incidental loss, whether caused directly or indirectly;

"Market Price" means the price at which CBH Grain Pty Ltd was bidding for the grain as published on the Platform on the date of termination (or, if no such price is published on the Platform on the date of termination, the last price at which CBH Grain Pty Ltd was bidding for the grain as published on the Platform);

"**Member**" means a person that has been granted the right to access and use the Platform;

"**Membership Fee**" means the amount corresponding to the fee of that description in the Fee Schedule;

"**MTM Loss**" has the meaning given in Schedule 2 clause (s)(iii);

"**NGR**" means the 'National Grower Register';

"**Platform**" means the website operated by DailyGrain at http://www.dailygrain.com.au and mobile applications operated by DailyGrain to facilitate physical grain sales between Sellers and Buyers;

"**Policies**" means DailyGrain's policies displayed on the Platform, including the "Privacy Policy" and Collection Statement;

"**Primary Member**" means a Member, referred to in this definition as the "primary member", whose membership entitles the primary member to appoint other Members to the primary member's membership for the purpose of the other Member using the Services on behalf of the primary member as the primary member's agent;

"**Purchase Price**" means the amount payable by the Buyer to the Seller under the Spot Contract or the Track Contract (as applicable);

"**Receival Standards**" has the meaning given to that term in the CBH Delivery and Warehousing Terms;

"**Related Bodies Corporate**" has the meaning given to the term in section 50 of the *Corporations Act 2001;*

"**Season**" means the period between 1 October one year and the next 30 September;

"**Seller**" means:

(a) a grain seller that has been granted a membership to use the Services to make Seller Offers to sell grain under Spot Contracts and Forward Contracts; or

(b) a grain buyer whose membership to use the Services includes the right to make Seller Offers to sell grain under Track Contracts,

as the context requires.

"**Seller Offer**" has the meaning given in clause 6(b)(i);

"**Seller Trading Fee**" means the amount corresponding to the fee of that description in the Fee Schedule.

"**Services**" means the access to and use of the Platform;

"**Spot Contract**" means a contract for the sale and purchase of physical grain pursuant to "GTA Contract No.6 – Grower Contract" under which the date on which the Seller must deliver the grain to CBH to hold for the Buyer is the same as the date of the contract;

"**Track Contract**" means a contract for the sale and purchase of physical grain pursuant to "GTA Contract No.2 - Grain and Oilseeds in Bulk – Basis Track" under which the date on which the Seller must deliver the grain to CBH to hold for the Buyer is the same as the date of the contract;

"**Trading Fees**" means the aggregate of the Buyer Trading Fee and the Seller Trading Fee;

"**Trading Terms"** means:

(a) in the case of a Spot Contract, the document titled "GTA Contract No.6 – Grower Contract" as published on the 'Grain Trade Australia' website https://www.graintrade.org.au/; and

(b) in the case of a Track Contract, the document titled "GTA Contract No.2 - Grain and Oilseeds in Bulk – Basis Track" as published on the 'Grain Trade Australia' website https://www.graintrade.org.au/.

"**User**" means a Member;

"**User Agreement**" means this document;

"**User Information**" means any item or information a User posts on the Platform as well as any information a User provides to us or other Users, via any method, platform or forum made available by or connected to the Platform and includes any express or implicit representation that a User has made at any stage during formation or performance of a contract that was formed using the Platform with another User;

"**User Limit**" means the limits set out in Schedule 4; and

"**we**", "**us**" and "**our**" means DailyGrain.

2.2 Interpretation

In this Agreement, unless inconsistent with the context:

(a) the singular includes the plural and vice versa;

(b) a reference to a person includes a reference to an individual, firm, partnership, government or public body, company, association or unincorporated body;

(c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(d) if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;

(e) "under" includes by, by virtue of, pursuant to, and in accordance with;

(f) "including" means "including but not limited to";

(g) if an individual person enters into this Agreement on behalf of a corporation, that individual will be agreeing to be bound by this Agreement as though they were the corporation and their obligations and undertakings to us were joint and several with those of the corporation;

(h) all references to time are to the time in Perth, Western Australia, unless expressly stated otherwise; and

(i) a reference to an agreement, document or policy means that agreement, document or policy as amended from time to time.

3. Members

(a) The categories of membership for the Platform are:

(i) basic;

(ii) premium;

(iii) buyer;

(iv) consultant; and

(v) such other categories as may be determined by DailyGrain from time to time.

(b) To become a Member, a person must:

(i) select the category of membership that they want to apply for and meet the Eligibility Criteria for such category;

(ii) if they are applying for membership as a Seller, have their CBH grower account in LoadNet linked to their DailyGrain account to use the Platform;

(iii) complete the relevant registration form on the Platform or as otherwise provided by DailyGrain, and provide to DailyGrain any information or documentation reasonably required by DailyGrain to assess the application for membership;

(iv) have the application for membership approved by DailyGrain; and

(v) pay the applicable annual Membership Fee for the first year of membership to DailyGrain, unless DailyGrain expressly agrees in writing to waive or amend the applicable annual Membership Fee.

(c) To remain a Member:

(i) a Member must continue to meet the Eligibility Criteria for the category for which they are a Member;

(ii) a Member must be offered a membership renewal by DailyGrain;

(iii) a Member must pay the applicable annual Membership Fee Member for each subsequent year of membership before the date on which the membership expires, unless DailyGrain expressly agrees in writing to waive or amend the applicable annual Membership Fee; and

(iv) if the Member is a Buyer member and wants to remain a Buyer member, have a current GSA with CBH.

(d) Members must ensure that their registration details are true, complete and accurate at all times and must notify DailyGrain of any change in the Member's registration details.

(e) Membership may not be dealt with any way. In particular, Members must not allow others to use their membership and must not assign, transfer or sell their membership to another person.

(f) The name of Members displayed on the Platform may not be the legal name of the Member (for example, the name of the Member displayed on the Platform may be a business name of the Member rather than the company name).

(g) A Member may by written request to DailyGrain request that the Member's name displayed on the Platform be changed to a different name, and DailyGrain will accept or reject the request in DailyGrain's absolute discretion.

4. Primary Members

(a) Primary Members may appoint other Member's to the Primary Member's membership up to the greater of:

(i) the User Limit corresponding to the Primary Member's membership; and

(ii) the number notified in writing by DailyGrain to the Primary Member from time to time.

(b) If a Primary Member appoints another Member to the Primary Member's membership:

(i) the other Member will be able to do everything the Primary Member can do on the Platform;

(ii) the Primary Member is responsible for all actions and omissions of the other Member, including where the other Member makes an error;

(iii) the Primary Member may cancel the authority of the other Member at any time by cancelling the authority via the Platform; and

(iv) the Primary Member hereby releases and indemnifies DailyGrain from any Claim arising out of or connected with use of the Services by the other Member, unless the Claim arose solely and directly as a result of gross negligence, fraud or wilful misconduct by DailyGrain.

5. Consultants

(a) A Seller may appoint a Consultant.

(b) If a Seller has appointed a Consultant, the identity of the Consultant will be displayed on the Platform.

(c) A Seller may cancel a Consultant's authority to use the Services to sell grain on the Seller's behalf at any time by cancelling the authority via the Platform.

(d) A Consultant may be appointed as a Consultant by more than one Seller.

(e) A Seller may not appoint more than one Consultant at any time.

(f) When a Seller appoints a Consultant, that Consultant will be able to do everything that the Seller can do on the Platform.

(g) A Seller must not provide its login information to its Consultant.

(h) A Seller is responsible for all actions and omissions of its Consultant including where the Consultant makes an error in selling grain on the Seller's behalf.

(i) Sellers hereby release and indemnify DailyGrain from any Claim arising out of or connected with use of the Services by the Seller's Consultant unless the Claim arose solely and directly as a result of gross negligence, fraud or wilful misconduct by DailyGrain.

6. The Contracting Process

(a) The Platform facilitates transactions between Sellers and Buyers for the sale and purchase of physical grain (with Sellers and Buyers consisting of grain growers, grain brokers, grain marketing and trading firms such CBH Grain Pty Ltd, and grain bulk handlers such as CBH Operations which is a business division of CBH).

(b) The Platform facilitates physical grain transactions by:

(i) allowing a Seller to post an offer to sell physical grain on the Platform to Buyers (**Seller Offer**)

(ii) allowing a Buyer to post a bid to buy grain on the Platform from Sellers (**Buyer Bid**);

(iii) in the case of Spot Contracts and Track Contracts, automatically matching a Seller Offer to a corresponding Buyer Bid so as to create a legally binding contract between the Seller and Buyer for the sale and purchase of grain; and

(iv) in the case of Forward Contracts, automatically notifying a Seller and a Buyer that the Seller Offer of the Seller matches the Buyer Bid of the Buyer, which respective invitations to treat may lead to the Seller and the Buyer engaging in subsequent negotiations and creating a legally binding contract between the Seller and Buyer for the sale and purchase of grain.

(c) The general rules for trading on the Platform are set out in the Schedule 1.

(d) The specific rules for trading Spot Contracts and Track Contracts on the Platform are set out in Schedule 2.

(e) The specific rules for trading Forward Contracts on the Platform are set out in Schedule 3.

7. Fees

(a) In consideration for DailyGrain providing the Services to the Member, the Member agrees to pay DailyGrain for all Services rendered in accordance with the fees set out in the Fee Schedule and the payment terms set out in the Fee Schedule.

(b) Unless otherwise stated, all fees are quoted in Australian dollars.

(c) DailyGrain may amend the Fee Schedule in accordance with clause 18.

8. General Obligations of Users

(a) A User must not provide its login information to another User.

(b) Users must keep their login information confidential and safe.

(c) A User is responsible for any actions of an unauthorised user using that User's login information on the Platform unless the unauthorised user gained access to the Platform as a direct result of any gross negligence, fraud or wilful misconduct by DailyGrain.

(d) If a User considers that its user name or password may have been compromised or made public, the User may update the password on the Platform or immediately inform us so that we may re-issue the User with new login details.

(e) Users agree that:

(i) the Services may be used by human beings only; and

(ii) they will not use any automated systems (including any form of artificial intelligence, robotic processing agent, algorithm or other software program) to use the Services,

unless the User:

(i) is using an automated system for the sole purpose of obtaining the price at which Sellers are making Seller Offers or Buyers are making Buyer Bids on the Platform; and

(ii) otherwise complies with all terms of this Agreement.

(f) All intellectual property, including the DailyGrain logo, in the Platform vests in us. Users have no ownership in any intellectual property in the Platform. Users must not copy, reproduce, alter, modify, create derivative works, or publicly display any intellectual property in the Platform without our prior written permission.

(g) Users are responsible for paying all fees associated with using the Platform and all applicable taxes (including any goods and services or value added taxes, which will be added to amounts billed to Users, if applicable).

(h) If we introduce a new service, the fees for that service are effective at the launch of the service.

(i) Users must only use the Platform for business purposes, and must not use the Platform for any personal, household or domestic purposes.

(j) Users must not copy, distribute, modify, transmit, or revise the contents of the Platform or any part of it without our prior written permission. This includes copying, forwarding or otherwise distributing emails or reports that are part of our Services. Anything Users download from the Platform with our permission is under a grant of license and we do not transfer title to Users.

(k) Users must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure connected with the Platform.

9. User Information

(a) A User is solely responsible for its User Information that is displayed on the Platform.

(b) User Information must not, in any way whatsoever, be potentially or actually harmful to us or any third party, where "harm" includes, but is not limited to non-economic loss that will or may be suffered by us.

(c) Without limiting any provision of this Agreement, a User must, at all times, ensure that its User Information is current and:

(i) is not false, inaccurate or misleading or deceptive;

(ii) is not fraudulent or involve the sale of grain that is:

(A) stolen; or

(B) unfit for sale, or otherwise not in a condition that meets CBH's Receival Standards;

(iii) does not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;

(iv) does not violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law and trade practices/fair trading laws);

(v) is not defamatory, libellous, threatening or harassing;

(vi) is not obscene or contain any material that, in our sole and absolute discretion, is in any way inappropriate or unlawful;

(vii) does not contain any content that is prohibited or that, in our sole and absolute discretion, may be prohibited content for the purposes of the Broadcasting Services Act 1992 (Cth) (for more information about this legislation, please refer to the Internet Industry Association's Codes of Practice located at http://www.iia.net.au);

(viii) does not contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of the Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or

(ix) does not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

(d) Solely to enable us to use User Information, so that we are not violating any rights the User might have in that User Information (including any intellectual property rights), Users agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to do and authorise the doing of all acts comprised in the copyright and to exercise the publicity, and database rights (but

no other rights) Users have in their User Information, in any media now known or not currently known, with respect to the User Information.

10. DailyGrain's role

(a) Sellers and Buyers acknowledge and agree that DailyGrain:

(i) is not responsible for the performance by either the Buyer or the Seller of any Contract;

(ii) cannot ensure and does not guarantee that a Seller or a Buyer will actually perform a Contract or act lawfully in using the Platform; and

(iii) does not provide any advice, and any information given by DailyGrain in connection with use of the Platform is for information purposes only;

(b) Sellers and Buyers must obtain their own legal or financial advice in respect of an intended contract formed using the Platform.

(c) Sellers and Buyers are responsible for conducting their own due diligence in respect of an intended contract formed using the Platform.

11. Breach and suspension

11.1 Suspension

If:

(a) you have reached any trading limits placed on you under this Agreement;

(b) you have, or we believe that you have, breached this Agreement in any way;

(c) we are unable to verify or authenticate any information you have provided to us;

(d) we believe that your actions may cause Loss to or otherwise unlawfully harm another User, third parties or us, our Related Bodies Corporate or affiliates, our directors, employees or agents;

(e) we believe that any aspect of your User Information is materially inappropriate, incorrect or misleading;

(f) we suspect or believe, or are informed by a government authority or an apparently reputable source, that you have engaged or are likely to engage in fraudulent activity in connection with your use of the Platform; or

(g) you are a Buyer member and your customer status with CBH changes (for example, if the Buyer's credit terms with CBH change),

without limiting other remedies available to us at law, in equity or under this Agreement, we may, without notice and in our sole discretion (which shall be exercised reasonably, having regard to the circumstances):

(h) delay posting your User Information on the Platform;

(i) alter or remove your User Information from the Platform;

(j) issue you a warning;

(k) restrict your activities on the Platform; or

(l) temporarily suspend your membership or use of the Platform. Where reasonably practicable, we will notify you prior to suspending your Platform access. Where not reasonably practicable, notice will be given after the suspension.

11.2 Breach

If:

(a) you have, or we have reasonable grounds to believe that you have, breached this Agreement in any way and, if that breach is capable of being remedied, that breach has not been remedied within 7 days of us providing notice to you of the breach;

(b) we have reasonable grounds to believe that your actions may cause Loss to or otherwise unlawfully harm another User, third parties or us, our Related Bodies Corporate or affiliates, our directors, employees or agents;

(c) we have reasonable grounds to believe that any aspect of your User Information is incorrect or misleading; or

(d) we have reasonable grounds to believe, or are informed by a government authority that you have engaged or are going to engage in fraudulent activity in connection with your use of the Platform,

without limiting other remedies available to us at law, in equity or under this Agreement, we may, on 2 days' notice and in our sole discretion (which shall be exercised reasonably, having regard to the circumstances):

(e) terminate your membership or use of the Platform; or

(f) refuse to provide the Services to you.

11.3 Cancellation by notice

(a) DailyGrain may in its absolute discretion terminate your membership by providing 30 days' prior written notice of termination.

(b) If DailyGrain terminates your membership under clause 11.3(a) and at the time of termination you have paid your annual Membership Fee, DailyGrain will refund you the pro rata portion of the paid annual Membership Fee corresponding to the remainder of the year for which you have paid the annual Membership Fee.

12. Privacy

(a) DailyGrain has a Privacy Policy which applies to all Users and forms part of this Agreement. Our current Privacy Policy is located at https://www.dailygrain.com.au/policies. Users must read and accept our Privacy Policy upon registration in order to use the Platform, and Users will continue to be bound by its provisions (including any reasonable amendments we make to it) while using the Platform.

(b) User Information may be de-identified and aggregated so that DailyGrain may use User Information as material for any purpose, including reproduction, transmission, publication, broadcast, and posting.

(c) During commercial dealings, DailyGrain may make telephone recordings of telephone conversations, with or without automatic tone warning devices. DailyGrain may use such recordings, or transcripts from such recordings, for DailyGrain's commercial records, for internal compliance or training related purposes and for other purposes permitted by law that DailyGrain reasonably determines to be appropriate, including as evidence in any dispute between Users and DailyGrain. DailyGrain agrees to make

available to Users, upon written request, a written transcript copy of any existing recording pertaining to Users' dealings with DailyGrain, within 90 days of the making of the recording. In such circumstances, Users agree to pay the reasonable costs of DailyGrain providing a copy of any relevant recording prior to Users' receipt of the transcript.

(d) DailyGrain may share information provided by Users with its Related Bodies Corporate in order to better provide services to you.

13. No Warranty

(a) The Platform is available for use by Users on an "as is" basis, and without any warranty or condition, express or implied.

(b) We make no warranties about the accuracy or completeness of any information, or the time within which the information will be posted on the Platform or sent by us to Members by email or SMS. Certain information (including price indications/comparisons) is prepared from a wide variety of sources and from third parties and we take no responsibility for the accuracy of such information. We have not reviewed the sites that might be linked to the Platform, and we are not responsible for the content of any of those sites.

(c) We do not warrant and cannot ensure the security of any information which is transmitted to us or posted by User on the Platform. Accordingly, any information which is transmitted to us or posted on the Platform by Users is transmitted and posted at Users own risk.

(d) We do not guarantee continuous, uninterrupted or secure access to the Platform, and operation of and access to the Platform may be interfered with by a Force Majeure Event.

(e) The Platform is partly dependent on access to third party data. DailyGrain takes no responsibility for the accuracy, timeliness or availability of such data.

(f) No part of the Services or the Platform constitutes a recommendation in respect of a User. Users acknowledge and agree that we have not conducted or are responsible for any due diligence with respect to any other User.

(g) We provide the contents of the Platform and Services for general informational and convenience purposes only which means it does not account for a User's specific needs, financial situation or objectives. Users should make their own enquiries about the information contained on the Platform, in particular any price or comparison information, and we strongly suggest Users seek independent advice before acting upon any information supplied by us. We shall not be liable for any Direct, incidental, consequential, indirect, or punitive damages arising out of access to or use of or reliance upon any content of the Platform or Services or the content of any site or sites linked to the Platform.

14. Liability Limit

(a) Each User releases and discharges us from all liability for all Claims the User may have or all Losses suffered or incurred by the User howsoever arising, including by any negligence on our part, except for any Losses suffered or incurred by the User because of our fraud or wilful misconduct, in connection with the Services or us suspending or terminating the User's use of the Services.

(b) For the purposes of this Agreement, parts 1A to 1F of the Civil Liability Act 2002 do not apply.

(c) To the extent permitted by law, any condition or warranty which would otherwise be implied into this Agreement is hereby excluded. Where legislation (including the

Competition and Consumer Act 2010 (Cth)) implies any condition, guarantee or warranty, and that legislation prohibits us from excluding our liability under, any such condition, guarantee or warranty, that condition, guarantee or warranty will be deemed included but our liability will be limited, where it is fair and reasonable to do so, to one or more of the following:

(i) in the case of goods, any one or more of the following:

(A) the replacement of the goods or the supply of equivalent goods;

(B) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(C) the payment of the cost of having the goods repaired; and

(ii) in the case of services:

(A) the supply of the services again; or

(B) the payment of the cost of having the services supplied again.

(d) The Services provided to Users under this Agreement are provided solely for your use and DailyGrain does not accept any liability whatsoever in relation to third parties.

(e) No party will be liable for any consequential loss or damage arising out of or in relation to the use of the Platform or in relation to the provision of the Services by DailyGrain pursuant to this Agreement.

15. Indemnity

(a) Each User indemnifies and holds DailyGrain and its officers, directors, agents, and employees, harmless from and against any and all Claims made against us and all Direct Losses suffered or incurred by us due to or arising out of or in connection with:

(i) the User's breach of this Agreement; or

(ii) violation of any law or the rights of a third party by the User; or

(iii) reliance by the User on any information on the Platform,

unless the Claims or Direct Losses arose solely and directly as a result of gross negligence, fraud or wilful misconduct by DailyGrain.

(b) DailyGrain is not entitled to recover loss or obtain payment more than once in respect of any liability of loss that gives rise to more than one claim by DailyGrain under this Agreement.

16. Procedure for handling errors and disputes

(a) Users should notify DailyGrain immediately if Users become aware that Users may have made an error in any information that Users send to DailyGrain or if Users did not authorise a change to User records and such a change has taken place. Users may notify DailyGrain by:

(i) telephoning us on (08) 9416 6244 or 1800 199 083;

(ii) writing to DailyGrain, GPO Box L886, Perth WA 6842; or

(iii) emailing info@dailygrain.com.au.

(b) DailyGrain will advise Users of the steps you must take so that an investigation can commence. Users must give us full details of the information Users are querying.

(c) If DailyGrain is unable to resolve the matter immediately Users may lodge a complaint in writing and DailyGrain will advise you in writing of the steps we will take to investigate the matter further.

(d) Within 21 days of receiving from Users the full details of the complaint, DailyGrain will advise Users in writing of either:

(i) the outcome of our investigation; or

(ii) the need for more time to complete our investigation.

(e) On completion of our investigation DailyGrain will advise Users in writing of the outcome and our reasons, with reference to the relevant provisions of this Agreement.

17. Notices

(a) Any notices to be served on us must be given by registered post to DailyGrain care of Level 6, 240 St Georges Terrace, Perth WA 6000 or any other address advised by us from time to time.

(b) Any notice to be served on Users may be sent to the email address Users provide to us during the registration process or by certified post to the address provided to us during the registration process, or as updated by Users as relevant.

(c) Users are responsible for notifying DailyGrain of changes to Users' email address or other contact details and DailyGrain takes no responsibility for any Losses Users may suffer as a result of failing to notify DailyGrain.

(d) Any notice shall be deemed given:

(i) if sent by email, at the time it sent, unless the sender receives an automatic response stating that the transmission was not complete; and

(ii) if sent by pre-paid post, ten Business Days after the date of posting.

18. Amendment

(a) DailyGrain may amend the terms of this Agreement from time to time.

(b) If DailyGrain amends this Agreement, the amendments to this Agreement will be effective:

(i) if the amendments are required by law or we determine, acting reasonably, that the amendments are likely to benefit you or have a neutral impact, immediately upon us giving you notice of those amendments; or

(ii) otherwise, at least 30 days after we give you notice of the amendments.

(c) If any of a Member's Users continues to use the Platform following the posting of such a notice on the Platform, this will represent an agreement by the Member to be bound by this Agreement as amended.

(d) A User's continued use of the Platform following the posting of such a notice on the Platform will represent an agreement by the User to be bound by this Agreement as amended.

19. Trustees

(a) This clause 19 applies if a User is the trustee of a trust.

(b) You acknowledge that you enter into this Agreement in your personal capacity and in your capacity as trustee of the trust and you are liable both personally and in your capacity as trustee.

(c) You declare that:

(i) this Agreement is for the benefit of the trust;

(ii) you are the sole trustee of the trust (together with anyone else who enters into this Agreement as trustee);

(iii) you have authority to enter into this Agreement and comply with its terms;

(iv) you have not, and never have been, in default under the trust deed of the trust;

(v) you have the right to be fully indemnified out of the assets of the trust for obligations incurred under this Agreement and the trust property is sufficient to satisfy that right of indemnity and all other obligations for which you are entitled to be indemnified out of trust property;

(vi) no action has been taken or proposed to terminate the trust nor has any event for the vesting of the trust property occurred; and

(vii) you have not delegated any of your powers as trustee or exercised any power of appointment.

(d) You must notify us in writing before (if possible) or as soon as reasonably possible after (if prior notice is not possible) anything happens which would mean you could not truthfully repeat each declaration in clause 19(c).

(e) You must:

(i) comply with your obligations as trustee of the trust; and

(ii) ensure that you remain the sole trustee of the trust (with anyone else who enters into this Agreement as trustee).

(f) You must not do anything, or permit anything to be done or fail to do anything, which may:

(i) effect or facilitate the variation of the trust deed of the trust;

(ii) resettle, set aside or distribute any of the trust property; or

(iii) result in the trust property being mixed with other property.

20. Interest on late payments

(a) You must pay interest on all amounts owing to us on any invoice that remains outstanding upon expiration of the due date expressed in the invoice at a rate 5% above the 90-day bank bill rate offered by the Commonwealth Bank of Australia as at 31 October each year or as otherwise amended and notified to you if there is a significant rise in this rate.

(b) Interest will be calculated daily from the due date expressed in the invoice until all amounts owing on the invoice, including interest, have been paid.

21. Miscellaneous

(a) This Agreement will be governed in all respects by the laws of the State of Western Australia.

(b) Users and DailyGrain irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

(c) The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced.

(d) This Agreement may be assigned by us to a third party without Users consent in the event of a sale or other transfer of some or all of the assets of DailyGrain. In the event of any sale or transfer, Users will remain bound by this Agreement.

(e) Subject to clause 21(d) neither party shall assign, transfer or otherwise dispose its rights and obligations under this Agreement without the other party's prior written consent. The assignee must enter into a deed of covenant with the party whose consent is sought, acknowledging that party's rights under this Agreement and undertaking by way of novation to observe and perform all the assignor's obligations under this Agreement.

(f) Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(g) A party's failure to act with respect to an anticipated or actual breach by the other party does not waive its right to act with respect to subsequent or similar breaches.

(h) This Agreement may not be construed adversely against us solely because we prepared it.

(i) This Agreement sets out the entire understanding and agreement between the Users and us with respect to its subject matter.

(j) In the case of an inconsistency between this User Agreement and the Policies, this User Agreement takes priority to the extent of the inconsistency.

(k) All indemnities in this Agreement survive the termination of this Agreement, together with any other term of this Agreement which by its nature is intended to survive the termination of this Agreement.

Schedule 1 – general trading rules

(a) To post a Buyer Bid, a Buyer must enter the Buyer Bid directly into the 'Bids (For MarketPlace)' area on the Platform.

(b) Each Buyer Bid must include the following information:

(i) price;

(ii) grade - for the selected season this will be the bin (or storage) grade of the grain;

(iii) contract type - this will specify whether the contract is a Spot Contract, Forward Contract, Track Contract, multi-grade or fixed grade contract, noting:

(A) multi-grade means more than one grade can be delivered under the contract to the Buyer as per the spreads established by the Buyer; and

(B) fixed grade means only the specified grade can be delivered under the contract with the Buyer;

(iv) receival type - this refers to the stage in the supply chain that the Seller will be paid and will be 'FIS (Free in Store)'.

(v) delivery location - the Buyer must specify the port zone where the grain is to be delivered;

(vi) P.S.M.T.O and A - if the Buyer is paying a premium and/or a discount for protein, screenings, moisture, test weight, oil or admixture, the Buyer needs to provide the quality increments to DailyGrain by using the season setup tab in 'Admin' and uploading a file into the 'Quality Spreadsheets' area and the Buyer is required to tick the relevant box to ensure increments are applied to that quality parameter;

(vii) delivery period - the Buyer needs to specify the delivery period for which a price is applicable, with Buyers having the option of adding "carry" to prices if they have several delivery periods; and

(viii) as canola pricing is likely to have quality bonuses and/or deductions for oil and admixture content, it is the Buyer's responsibility to ensure these are accurately represented in the pricing using the 'Oil Cap' section of 'Top 5' and covered in the payment terms displayed on the Platform.

(c) At any time, a Buyer may remove or change its Buyer Bids on the Platform directly by accessing the 'Bids (For MarketPlace)' tab in the Buyer area on the Platform.

(d) All Buyer Bids posted on the Platform by a Buyer will also be displayed on the 'Prices Top 5' area on the Platform to inform Members of the prices available for that Business Day.

(e) Buyers are responsible for establishing and maintaining their tonnage limits on the Platform using the quantity available on the bid's placement line.

(f) A Buyer Bid remains displayed on the Platform until:
(i) the Buyer's tonnage limit is reached in respect of that price;

(ii) the Buyer changes or removes its Buyer Bid; or

(iii) if the selection of the Buyer Bid expiry is set to 'Good to Market Close', the close of trading on the Platform, when all 'Good to Market Close' Buyer Bids on the Platform are cleared in preparation for the next Business Day.

(g) Buyer Bids and Seller Offers will be made available on the Platform between 8.30am and 5pm each Business Day.

(h) The Platform allows trading between 8.30am and 5pm each Business Day, unless DailyGrain extends the trading period.

(i) A Seller cannot enter into a contract on the Platform to transfer more stock than the Buyer's limit. If a Seller tries to sell more than the Buyer's limit, the Platform will notify the Seller of how much it can sell. The Seller can then either continue with the transaction at a reduced tonnage or cancel the transaction.

(j) As soon as a Seller reserves tonnage to be transferred, the Buyer's limit is adjusted to ensure the maximum grain purchased by a Buyer is within its limit.

(k) DailyGrain may place limits on the Seller Offers that Sellers may make, and the Buyer Bids that Buyers may make, on the Platform (which limits may include value and quantity limits) by written notice to the Seller or Buyer (as applicable).

(l) If a Seller makes a Seller Offer, or a Buyer makes a Buyer Bid, on the Platform that exceeds any limit notified by DailyGrain to them, DailyGrain may remove that Seller Offer or Buyer Bid from the Platform.

(m) If a Seller makes a Seller Offer, the Seller is deemed to warrant and represent that the grain is free of all liens and other encumbrances.

(n) Members must not do anything on the Platform that has or may have the effect of making trading on the Platform unfair for other Members.

(o) DailyGrain may take any action it reasonably considers necessary to ensure trading on the Platform is fair, including:

(i) removing any Seller Offer or Buyer Bid from the Platform; and

(ii) cancelling any Spot Contract or Track Contract formed on the Platform.

(p) The Seller's obligations in respect of any Contract are not permitted to be:

(i) wholly settled by cash, or by set-off between the Seller and the Buyer, rather than by delivery of the grain; or

(ii) closed out by the matching up of the Contract with another arrangement of the same kind under which the Seller has offsetting obligations to buy.

Schedule 2 – Spot Contract and Track Contract trading rules

(a) This Schedule 2 applies to Spot Contracts and Track Contracts only.

(b) A Member with a basic or premium membership cannot make a Seller Offer for a Track Contract.

(c) A Seller must not make a Seller Offer for a Spot Contract or a Track Contract unless the Seller has Entitlement to the grain being offered in the Seller Offer.

(d) All Seller Offers must relate to an entire parcel of grain on LoadNet.

(e) DailyGrain may remove a Seller Offer from the Platform if the Seller does not comply with this Schedule 2.

(f) A Buyer must not post a Buyer Bid for a Spot Contract or a Track Contract unless the Buyer has a limit on its LoadNet that is sufficient to handle the grain being bid for in the Buyer Bid.

(g) Each Seller Offer in respect of a Spot Contract or a Track Contract entered onto the Platform:

(i) will not identify the Seller;

(ii) incorporates the Trading Terms;

(iii) is open for acceptance by any Buyer nominated by the Seller until the earlier of the time at which:

(A) the validity period of the Seller Offer stated on the Platform has expired; and

(B) the Seller removes the Seller Offer from the Platform; and

(iv) is accepted and removed from the Platform when the first Buyer enters a matching Buyer Bid onto the Platform, with the acceptance communicated by DailyGrain to the Seller and the Buyer through the matching functionality of the Platform in a way that does not identify the Seller to the Buyer or the Buyer to the Seller.

(h) Each Buyer Bid in respect of a Spot Contract or a Track Contract entered onto the Platform:

(i) will not identify the Buyer;

(ii) incorporates the Trading Terms;

(iii) is open for acceptance by all Sellers until the earlier of time at which:

(A) the validity period of the Buyer Bid stated on the Platform has expired; and

(B) the Buyer removes the Buyer Bid from the Platform; and

(iv) is accepted and removed from the Platform when the first Seller enters a matching Seller Offer onto the Platform, with the acceptance communicated by us to the Seller and the Buyer through the matching functionality of the Platform in a way that does not identify the Seller to the Buyer or the Buyer to the Seller.

(i) Each Seller and Buyer acknowledge and agrees that:

(i) a Seller Offer or Buyer Bid in respect of a Spot Contract or a Track Contract may have a limited validity period; and

(ii) before entering a Seller Offer or Buyer Bid on the Platform, the Seller and the Buyer have accessed, read and understood the Trading Terms.

(j) Buyers must purchase all of the Seller's offer quantity.

(k) The Platform will only match a Seller Offer with a Buyer Bid if the price and other relevant contract specifications (including as to grain quality, location and delivery window, if applicable) in the Seller Offer and Buyer Bid are the same.

(l) The order of load allocation is completed using any loads that have firstly been quality optimised (for wheat) and then by the delivery date, with first delivered first allocated. To match the trade volume, the last load may require the load to be split to make up the exact required quantity for the total trade volume.

(m) The Platform may match a Seller Offer to a Buyer Bid even if the Seller Offer is for a smaller quantity of grain than specified in the Buyer Bid, provided that the price and other contract specifications are the same in which case:

(i) the Contract formed through the match will only apply to the quantity of grain specified in the Seller Offer; and

(ii) the remaining unmatched quantity of grain specified in the Buyer Bid may subsequently be matched against other Seller Offers to create other Spot Contracts or Track Contracts until the entire quantity of grain specified in the Buyer Bid has been matched.

(n) Each Seller and Buyer acknowledge and agrees that the terms of each Contract comprise:

(i) the terms of the Seller Offer or the Buyer Bid that have been accepted;

(ii) the Trading Terms; and

(iii) the terms of this Agreement.

(o) If a Contract is formed:

(i) DailyGrain will send a confirmation to each to each of the Buyer and the Seller (and any Consultant that has been appointed by the Seller);

(ii) DailyGrain will immediately nominate the Seller's Entitlement to the grain (the subject of the Contract) from the Seller to DailyGrain, which grain will be held by DailyGrain for the Seller on the terms set out in this Agreement; and

(iii) the Buyer must pay the Purchase Price to DailyGrain:

A. in the case of a Spot Contract, within seven calendar days of the date of the forming of the Contract; and

B. in the case of a Track Contract, if:

(1) the Contract is formed by 1200 hours Sydney/ Melbourne time on the date of the forming of the Contract, on the date of the forming of the Contract; and

(2) the Contract is formed after 1200 hours Sydney/ Melbourne time on the date of the forming of the Contract, within one Business Day of the date of the forming of the Contract,

which amount will be held by DailyGrain for the Buyer on the terms set out in this Agreement.

(p) If the Buyer pays the Purchase Price to DailyGrain, DailyGrain must:

(i) nominate to the Buyer the Entitlement held by DailyGrain for the Seller pursuant to clause (o)(ii) of this Schedule 2;

(ii) pay to the Seller the amount held by DailyGrain for the Buyer pursuant to clause (o)(iii) of this Schedule 2, less:

(A) the Trading Fees, which the Seller and Buyer agree is to be retained by DailyGrain in consideration for the Services; and

(B) all Charges;

within three Business Days of the date on which the Buyer paid the Purchase Price to DailyGrain, unless clause (s) of this Schedule 2 applies; and

(iii) pay to the relevant statutory authority, organisation, fund or government department the Charges on behalf of the Seller in accordance with the requirements of the relevant statutory authority, organisation, fund or government department, unless clause (s) of this Schedule 2 applies.

(q) If the Buyer fails to pay the Purchase Price to DailyGrain in accordance with clause (o)(iii) of this Schedule 2, the Buyer is in repudiatory breach of the Contract and the Seller may accept the Buyer's repudiatory breach of the Contract and terminate the Contract if the Seller gives written notice of termination to DailyGrain before the Buyer pays the Purchase Price to DailyGrain.

(r) If:

(i) the Buyer is in repudiatory breach of a Contract; and

(ii) the Seller has not accepted the Buyer's repudiatory breach of the Contract and terminated the Contract within seven days of the Buyer failing to pay the Purchase Price to DailyGrain in accordance with (o)(iii) of this Schedule 2,

DailyGrain may, but is not obliged to, accept the Buyer's repudiatory breach of the Contract on behalf of the Seller and terminate the Contract if DailyGrain gives written notice of termination to the Buyer before the Buyer pays the Purchase Price to DailyGrain.

(s) If a Contract is terminated in accordance with clause (q) or (r) of this Schedule 2:

(i) the Seller is not required to pay the Seller Trading Fee to DailyGrain in respect of the terminated Contract;

(ii) DailyGrain must, within three Business Days of receiving written notice from the Seller under clause (q) of this Schedule 2 or giving written notice under with clause (r) of this Schedule 2 (as applicable), nominate to the Seller the Entitlement held by DailyGrain for the Seller pursuant to clause (o)(ii) of this Schedule 2;

(iii) if the Purchase Price was greater than the Market Price, DailyGrain must pay the difference between those two amounts (**MTM Loss**) to the Seller within 10

Business Days of receiving written notice from the Seller under clause (q) of this Schedule 2 or giving written notice under with clause (r) of this Schedule 2 (as applicable);

(iv) the Buyer must pay any MTM Loss in respect of the Contract to DailyGrain within five Business Days of receiving written demand from DailyGrain; and

(v) in addition to paying any MTM Loss to DailyGrain, the Buyer must pay the Buyer Trading Fee to DailyGrain in respect of the terminated Contract within five Business Days of receiving written demand from DailyGrain.

(t) DailyGrain may disclose the identity of:

(i) the Buyer to the Seller:

(A) if the Buyer is in breach of the Contract; or

(B) with the consent of the Buyer;

(ii) the Seller to the Buyer with the consent of the Seller;

(iii) the Seller to the Buyer, the Buyer to the Seller, or the Seller or the Buyer to any person, if required by law; and

(iv) the Seller to the Buyer or the Buyer to the Seller if in the reasonable opinion of DailyGrain it is necessary or desirable to make such disclosure (for example, if the Buyer needs to disclose the identity of the Seller to a third party in connection with the Buyer on-selling the grain into the European Union as renewably sourced grain).

(u) The Buyer and Seller acknowledge that:

(i) shrinkage as per the CBH Delivery and Warehousing Terms will have been applied to the Entitlement received by the Buyer when DailyGrain nominates to the Buyer the Entitlement held by DailyGrain for the Seller pursuant to clause (o)(ii) of this Schedule 2; and

(ii) the Trading Fees are calculated on the pre-shrinkage Entitlement that is nominated to the Buyer.

Schedule 3 – Forward Contract trading rules

(a) This Schedule 3 applies to Forward Contracts only.

(b) A Seller may make a Seller Offer for a Forward Contract even if the Seller does not have Entitlement to the grain being offered in the Seller Offer.

(c) Buyers must post a PDF copy of their purchase terms on the Platform by either:

(i) emailing these to DailyGrain for uploading on the Platform; or

(ii) uploading them on the DailyGrain site using the "Payment Terms (MarketPlace)" option.

(d) Buyers must upload their payment terms to the Platform and maintain the currency of the payment terms.

(e) If a Buyer requires Sellers to have a NGR registration before the Buyer will make payment to the Seller:

(i) the Buyer must give written notice of this requirement to DailyGrain; and

(ii) DailyGrain will note this requirement on the Platform next to the Buyer's name when the Seller is choosing "Allowed Buyers", along with a link to the NGR so the Seller can get the process started if the Seller is not already registered.

(f) Each Seller Offer in respect of a Forward Contract entered onto the Platform:

(i) does not identify the Seller, unless the Seller chooses to make their identity known on the Platform;

(ii) incorporates the Buyer's Terms; and

(iii) is an invitation to treat and does not constitute a legally binding offer that is capable of acceptance.

(g) Each Buyer Bid does not identify the Buyer, unless the Buyer chooses to make their identity known on the Platform;

(i) incorporates the Buyer's Terms; and

(ii) is an invitation to treat and does not constitute a legally binding offer that is capable of acceptance.

(h) Each Seller and Buyer acknowledges and agrees that:

(i) a Seller Offer or Buyer Bid in respect of a Forward Contract may have a limited validity period;

(ii) before entering a Seller Offer or Buyer Bid on the Platform, the Seller has accessed, read and understood the Buyer's Terms; and

(iii) the terms of each Forward Contract comprise:

(A) the terms of the Seller Offer or the Buyer Bid that have been agreed;

(B) the Buyer's Terms; and

(C) the terms of this Agreement.

Schedule 4 – User Limits

Membership category	User limit
Basic	1
Premium	1
Buyer	3
Consultant	20
Other categories of membership as may be determined by DailyGrain from time to time	As published on the Platform.

Schedule 5 – Fee Schedule

<table>
<tr><th>Description of fee</th><th>Amount</th></tr>
<tr><td>Buyer Trading Fee</td><td>
<table>
<tr><th>Type of Contract</th><th>Fee</th></tr>
<tr><td>Spot Contract</td><td>$1.00 + GST per metric tonne</td></tr>
<tr><td>Forward Contract</td><td>Nil</td></tr>
<tr><td>Track Contract</td><td>$1.00 + GST per metric tonne</td></tr>
</table>
</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Membership Fee</td><td>
<table>
<tr><th>Membership category</th><th>Fee</th></tr>
<tr><td>Basic</td><td>Nil</td></tr>
<tr><td>Premium</td><td>$500 + GST per annum</td></tr>
<tr><td>Buyer</td><td>$1,500 + GST per annum</td></tr>
<tr><td>Consultant</td><td>$500 + GST per annum</td></tr>
<tr><td>Other categories of membership as may be determined by DailyGrain from time to time</td><td>As published on the Platform.</td></tr>
</table>
</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Seller Trading Fee</td><td>
<table>
<tr><th>Type of Contract</th><th>Fee</th></tr>
<tr><td>Spot Contract</td><td>
<table>
<tr><th>Membership category</th><th>Fee</th></tr>
<tr><td>Basic</td><td>$1.00 + GST per metric tonne</td></tr>
<tr><td>Premium</td><td>Nil</td></tr>
</table>
</td></tr>
<tr><td>Forward Contract</td><td>Nil</td></tr>
<tr><td>Track Contract</td><td>$0.50 + GST per metric tonne</td></tr>
</table>
</td></tr>
</table>

All amounts set out in the table above are exclusive of GST.

Invoices for Trading Fees are issued quarterly and have 30 day payment terms.

Invoices for Membership Fees are issued annually and have 30 day payment terms.