

NOTICE: By delivering a Commodity to a Storage Facility, the Client is deemed to have accepted the terms and conditions of this Agreement and its schedules for the receipt, storage and handling of the Commodity by the Storer, to the exclusion of all other terms and conditions unless agreed in writing and signed by both parties.

1. DEFINITIONS

In this Agreement, unless the context indicates otherwise:

Agreement means these terms and conditions and its schedules.

AgriDigital means Full Profile Pty Ltd (ABN 13 608 125 597) trading as AgriDigital.

AgriDigital Platform means AgriDigital's website platform <http://www.agridigital.io> through which the Client can interact with the Storer.

Client means any person who is a grower of grain who delivers or effects the delivery of a Commodity to a Storage Facility for storage and handling by the Storer.

Commodity means grain specified in Item 4 of Schedule 1 and may include the seed of any crop or pasture species, including cereals, pulses and oilseeds.

Storage Facility means any of the facilities specified in Item 3 of Schedule 1.

Storer means the party specified in Item 3 of Schedule 1.

2. AGREEMENT

The Client agrees to store the Commodity identified in Schedule 1 to this Agreement for the fees as specified in Schedule 1. The Storer agrees to store that Commodity subject to the terms and conditions of this agreement in clean, dry, ventilated and in all circumstances appropriate storage facilities including without limitation silos, storage bins and/or covered bunkers. Under this Agreement, any weighbridge docket and quality testing results shall be conclusive evidence of the quantity and specification of the Commodity being stored.

3. RECEIVAL

The Storer will sample, provide quality testing services, classify into available grades, weigh, store and load (if available) rail or (if available) road transport or transfer the Commodity to another party under this agreement. The Storer will receive and load the Commodity in accordance with recognised receival specifications and sampling methodology unless otherwise agreed. The Storer may, at its discretion, accept or refuse to receive the Commodity for storage and/or warehousing, based on quality, hygiene, safety and its capacity and efficiency. The Client will immediately remove the Commodity from the storage upon receipt of a notice from the Storer requiring it to do so.

4. STORAGE

The Commodity received and stored/warehoused may be commingled with Commodity of the like type and specification in which case all commingled Commodity shall be jointly owned by all parties whose Commodity has been so commingled to the exclusion of all other persons including but not limited to the Storer.

5. OWNERSHIP & LIEN

The Storer has possession of the stored Commodity and a lien in respect of any unpaid storage charges but otherwise has no legal or equitable title to the Commodity, unless it is an owner of the Commodity.

6. TREATMENT

The Storer may at its expense treat the Commodity with chemicals in accordance with industry practice to prevent infestation, disease and/or contamination at all times within applicable levels as determined by industry maximum residue

limits unless otherwise specified. The Storer is not required to obtain the Client's approval to treat the Commodity. Following treatment, the Commodity may not be available for a specified period of time. The Storer will regularly inspect the Commodity for the presence of insects. In the event of infestation being detected the Commodity will be treated by the Storer. Where fumigants are applied, it is acknowledged by the Client that the Commodity will not be accessible for discharge for a period of about four weeks. The period will be determined by the reasonable discretion of the Storer.

7. SHRINKAGE

The Storer will deduct a shrinkage allowance as specified in Schedule 1 from the first delivery of each load of Commodity received in the Client's name, excluding internal title transfers. Receival fees will be levied against the delivered tonnage. All other charges will be levied against the shrunk tonnage.

8. DISPATCH

To remove the Commodity from storage the Client must give the Storer notice as specified in the Notice Period (or two days if no period is specified) in advance, in writing, as to when the Commodity will be removed and method of transport required.

9. ADJUSTMENTS

If for any reason beyond Storer's control it does not hold sufficient Commodity of the type and specification of Client's Commodity at the time the Client or a purchaser notifies Storer of dispatch, Storer is entitled to satisfy any such physical shortfall by (at Storer's option) payment of compensation or provision of replacement stock of equivalent or higher quality.

10. TRANSFER

To transfer Commodity to a third party the Client must complete and execute the Title Transfer at Schedule 2. Title in the grain is not transferred until the title transfer is executed by the Client, the purchaser and the Storer and the Client has advised the Storer that full payment has been received. The Client warrants that the transferee is on notice of these terms and conditions and has agreed to be bound by them.

11. PAYMENT

In accordance with this agreement the Client must pay the Storer all charges as specified in Schedule 1. All accrued charges and any costs payable on any account in respect of stored Commodity must be paid by the Client in accordance with the invoice rendered by the Storer. The full amount of an invoice rendered by the Storer must be paid by the Client, or as applicable, within 30 days of the date of that invoice. Payment to be made by telegraphic or bank transfer to our nominated bank account, free of expense to us.

12. INTEREST

If any payment is not made on or before the due date for payment, interest shall be payable at the rate selected. If there is no due date for payment, interest shall be payable if there has been an unreasonable delay in payment. Interest payable shall be appropriate to the currency involved. If the amount of interest is not mutually agreed, interest will be payable at a rate of 1.5% per calendar month, calculated daily.

13. LEVIES AND TAXES

Any industry, statutory or government levies which are not included in the contract price shall be adjusted for in any related payments. Where a Goods and Services Tax (GST) is applicable to the storage per these terms and conditions, subject to the issuing of a valid tax invoice, the Storer will recover from the Owner an amount on account of GST, such amount to be calculated by multiplying the price for the supply by the prevailing GST rate.

14. WEIGHTS AND MEASURES

The Storer will ensure that all weights are determined by a registered weigh bridge. Any grain testing and quality testing equipment the Storer uses will be provided at its expense and in line with industry practice.

15. RECORD KEEPING

The Storer will maintain and keep complete and accurate records of all commodities stored by it (including the Commodity) and of all actions taken by it in relation to the stored Commodity. Such records will be sufficient, as a minimum, to identify the amount, location and ownership of any stored commodity, including the joint ownership of any commingled commodity. The Storer will provide the Owner with details of its stored Commodity on request.

16. INSOLVENCY

In the event of our insolvency, the Client or any purchaser remains the owner of the Commodity. The Client will be entitled to immediate discharge of its Commodity, on demand, subject to any lien.

17. EXCLUSION OF LIABILITY

Unless otherwise stated, the Storer is not liable for damage, destruction, contamination or loss of grain unless caused by the negligence of the Storer. The Client acknowledges that the Storer is unable to test on receipt for germinative quality of barley, toxic or other chemical residues, genetically modified seed or other contamination. The Storer is not liable for any direct or consequential damage caused by or otherwise relating to the storage or handling of relating to the storage or handling of contaminated commodity. The Client acknowledges that any transportation of the Commodity is at the Client's risk, including without limitation, transportation of Commodity arranged by or on behalf of or at the request of either the Client or the Storer.

18. INSURANCE

The Storer will, at its own cost, for the entire period that the Commodity is in the Storer's care custody and control, effect and maintain public liability insurance to cover its liability to the Client arising under this Agreement for loss of or damage to the Commodity caused by the Storer's negligence whilst in the care, custody or control of the Storer, for a limit of not less than \$20,000,000 for any one occurrence. The Client will at all times during this agreement keep the Commodity insured against all risks while it is held at the nominated facility/facilities. The Client will ensure that the Storer is named in all relevant insurance policies as a joint insured in its capacity as custodian or alternatively a waiver of subrogation rights against the Storer is to be included in all policies. The Storer reserves the rights to request the Owner to submit evidence of the above.

19. DOMICILE

These terms and conditions shall be governed by and shall be construed in accordance with the law of New South Wales. Performance of this contract is subject to orders, rules and

regulations of all government agencies, except as limited herein.

20. RULES OF TRADE

These terms are subject to the Trade Rules of Grain Trade Australia Limited (GTA) currently in effect, except to the extent the same are in conflict with the terms expressed herein. In the event of any conflict between these terms and the Trade Rules, these terms will prevail.

21. ARBITRATION

Any dispute arising out of this agreement and these terms and conditions, including the existence of the agreement and any question of law arising in connection therewith shall be referred to arbitration in accordance with the Dispute Resolution Rules of GTA in force at the commencement of the Arbitration and of which both parties hereto shall be deemed to be cognizant. Neither party hereto, nor any persons claiming under either of them, shall bring any action or other legal proceedings against the other of them in respect of any such dispute until such dispute shall first have been heard and determined by the arbitration in accordance with the Dispute Resolution Rules of GTA, and it is hereby expressly agreed and declared that the obtaining of an Award from the arbitrators shall be a condition precedent to the right of either party hereto or of any person claiming under either of them to bring an action or other legal proceedings against the other of them in respect of any such dispute.

22. AMENDMENT

The Client acknowledges and agrees that the Storer may update, vary or amend these terms and conditions of this Agreement and or the charges as specified in Schedule 1 from time to time, provided any such update, variation or amendment is communicated to the Client via publication on the AgriDigital Platform. If the Client acknowledges these terms and conditions in the AgriDigital Platform and or continues to deliver the Commodity to a Storage Facility after the time of publication, the Client will be deemed to have accepted these updated, varied or amended terms and conditions.

23. ENTIRE AGREEMENT

This Agreement and any documents incorporated by reference herein contain the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.

Schedule 1

Item	Description	Details																		
1.	Storer	Name: Qube Logistics (SB) Pty Ltd ABN: 83 003 307 319 Address: Level 27, 45 Clarence Street, Sydney NSW 2000																		
2.	Storage Term	Term: 12 Months From: 1 October 2020 Until: 30 September 2021, or such longer period where the Commodity remains in the Storage Facility until the Commodity is outturned or otherwise sold by the Storer in accordance with this Agreement.																		
3.	Storage Facilities	Storage Facility located at Tullamore Road, Narromine, New South Wales Storage Facility located at Gadsens Lane, Coonamble, New South Wales																		
4.	Storage and Handling Service Fees	<table border="1"> <thead> <tr> <th>Fee Type</th> <th>Cereals</th> <th>Pulses*</th> </tr> </thead> <tbody> <tr> <td>Receival</td> <td>\$7.50</td> <td>\$10.00</td> </tr> <tr> <td>Shrinkage Allowance</td> <td>0.7%</td> <td>1.0%</td> </tr> <tr> <td>Outturn – Road</td> <td>\$7.00</td> <td>\$8.00</td> </tr> <tr> <td>Monthly Storage Fee</td> <td>\$1.60</td> <td>\$2.00</td> </tr> <tr> <td>Holding Over Fee</td> <td>\$3.20</td> <td>\$4.00</td> </tr> </tbody> </table> <p>*Pulses include chickpeas, lupins, field peas, faba beans, lentils, vetch, broad beans and any other grain legumes.</p>	Fee Type	Cereals	Pulses*	Receival	\$7.50	\$10.00	Shrinkage Allowance	0.7%	1.0%	Outturn – Road	\$7.00	\$8.00	Monthly Storage Fee	\$1.60	\$2.00	Holding Over Fee	\$3.20	\$4.00
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5.	Special Conditions	(a) All Storage and Handling Service Fees are exclusive of GST and are in Australian dollars unless otherwise indicated. (b) Storage and handling fees and charges for all other types of Commodity will be provided POA. (c) The Monthly Storage Fee will be charged on the first day of January following season commencement and will apply for each month the Commodity remains in the Storage Facility. If the Client does not wish to incur monthly storage fees, the Client must remove or sell the Commodity prior to the first day of each month. If incurred, the Monthly Storage Fees will be deducted from payment when the Commodity is sold out of the Storage Facility. (d) The Holding Over Fee will be charged monthly from the first day of October following season commencement and will apply for each month the Commodity remains in the Storage Facility until the Commodity is outturned or otherwise sold by the Storer in accordance with this Agreement.																		