

Appointment of Authorised User

WARNING

By entering into this form, you may be granting the Authorised User full access to act on your behalf. This should be considered with great care and risk allocation. If you are engaging an Authorised User to have 'all access', serious consideration should be given as to if this is in your best interests and that of your business. GrainCorp can not provide advice on this issue, however, GrainCorp recommends that you should seek independent legal advice before signing this form.

PURPOSE - This form enables you, the registered user for the CropConnect Service and/or the National Grower Register number holder (as may be applicable, **Grower or You or Your**) to appoint and authorise a third party (**Authorised User**) to access Your:

- (i) User Account in the CropConnect Service (being governed by the Terms of Use); and
 - (ii) Stock Information when contacting Grower Services (being governed by the Terms of Use and the Grower Warehouse Agreement),
- (as may be applicable), on the following terms and conditions (**Agreement**).

TERMS OF USE and GROWER WAREHOUSE AGREEMENT - Under all circumstances and at all times, both You and the Authorised User must comply with this Agreement, and the:

- (i) Terms of Use; and
 - (ii) Your Grower Warehouse Agreement as applicable,
- (**Agreed Terms**).

FORM - This Agreement **MUST** be fully and accurately completed and returned to Grower Services before GrainCorp Operations Limited (and its related bodies corporate as may be applicable) (**GrainCorp**) will permit the Authorised User to access the Service under Your User Account and/or Your to access Stock Information when contacting Grower Services. Upon the completion and acceptance of this Agreement by GrainCorp, You and the Authorised Agent agree to be bound to the Agreed Terms and will be granted access to the Service and/or access to Stock Information when contacting Grower Services. GrainCorp reserves the right to require You or the Authorised User to provide proof of identity before access to the Service and/or access to Stock Information is permitted.

Defined terms used in this Agreement have the same meaning as set out in the GrainCorp Agreed Terms for the:

- (i) Terms of Use available at [*insert*] in respect of the User Account in the CropConnect Service; and
 - (ii) additionally the Grower Warehouse Agreement available at [*insert*] in respect of Grower Services,
- as may be applicable to the Service provided and unless otherwise specified.

To the extent of any inconsistency between this Agreement and the Agreed Terms, the Agreed Terms will apply. If You or the Authorised User do not agree to be bound by the Agreed Terms, You and the Authorised User must not access or use the CropConnect Service and must immediately notify GrainCorp.

ACCESS - You **MUST** elect the level of access that you authorise your Authorised User to have to your User Account.

PLEASE NOTE - You should be aware that by appointing an Authorised User with CropConnect login and password details, the Authorised User will, depending on the level of access granted by You, be permitted to access your information contained within your *CropConnect* account(s) and perform functions on your behalf.

INSTRUCTIONS: Please complete all of Parts in **BLOCK LETTERS**. Please attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form please contact GrainCorp on **1800 809 482**. Please forward the completed form to GrainCorp via email at (growers@graincorp.com.au).

Part 1 Grower Details	First name(s):		
	Last Name:		
	Address:		
To be completed by You <i>If you are a Seller, you MUST be the holder of a valid National Grower Registration card and must have received a copy of GrainCorp's Grower Warehousing Agreement in accordance with the Agreed Terms</i> NB – If you are a Seller and the Grower Registration is held by your trustee you must have the trustee's details included on the Form	Suburb:	State:	Postcode:
	Phone: ()	Mobile:	
	Email:		
	Company Name: (if applicable)		
	Trading Name: (if applicable)		
	ABN:		
	Please list all Grower Registration numbers to which this Appointment applies:		
	Grower Registration number 1:		
	Grower Registration number 2:		
	Grower Registration number 3:		

	Grower Registration number 4:		
	Additional Grower Registration numbers:		
	Received a current Grower Warehousing Agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No (please tick)		
Part 2 Authorised User's Details	Authorised User's Name:		
	Trading name (if applicable):		
	ABN (if applicable):		
	Registered for GST: <input type="checkbox"/> Yes <input type="checkbox"/> No (please tick)		
<i>To be completed by the Authorised User.</i>	Company Name: (if applicable)		
	Registered Address:		
	Suburb:	State:	Postcode:
	Phone: ()	Fax: ()	
	Email:		
Part 3 Access Level <i>To be completed by You - the Grower</i>	<p>Please carefully read the levels of access permission set out below and tick the level of access that you authorise the Authorised User to have to your User Account (Access Level). The risk associated with the granting of each Access Level varies however, granting any party access involves inherent risk and should be given with great care. Only a single Access Level may be granted to any Authorised User (please tick one access level only):</p> <p><input type="checkbox"/> Read only access (NOTE – MEDIUM RISK)</p> <p>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.</p> <p>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></p> <p><input type="checkbox"/> Access to transact (NOTE – HIGH RISK)</p> <p>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></p> <p>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 .</p> <p>The Authorised User can NOT elect preferred Buyers, read RCTIs, access historical trades or Seller invoices with the 'access to transact' access.</p> <p><input type="checkbox"/> All access (NOTE – HIGH RISK)</p> <p>This permission provides the Authorised User with 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 2 above "Access to transact" and 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></p> <p>NOTE: THIS ACCESS IS PERMISSION TO ACT AS YOU IN THE CROPCONNECT SERVICE PLATFORM. THIS ACCESS SHOULD BE GIVEN WITH GREAT CARE AND CONSIDERATION AS TO WHO SHOULD YOU TRUST TO ACT AS YOU IN THE PLATFORM.</p>		

Terms and Conditions

1. It is a condition precedent to this appointment that you and your Authorised User have accepted the GrainCorp Agreed Terms. The conditions imposed in the Agreed Terms apply to this Agreement as if they were stated here in full.
2. You appoint the Authorised User, and the Authorised User accepts the appointment, (**Appointment**) to act as Authorised User in respect of Your User Account on the terms and conditions set out in this Agreement (**Agreement**).
3. The Appointment authorises GrainCorp, its Related Bodies Corporate, their respective officers, employees, contractors and agents (**GrainCorp**) to allow and permit the Authorised User access to your User Account and information held by GrainCorp in respect of Your User Account in accordance with the Access Level nominated by You 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).
4. You and your Authorised User each warrant to GrainCorp that all information populated in Parts 1, 2,3 and 4 are true and correct, and by executing Part 4 of this Agreement, each party has the legal authority and capacity to enter into and be bound by this Appointment.
5. You and your Authorised User each warrant to GrainCorp that no condition, restriction, limitation or exclusion has been placed on the Authorised User's appointment to act on behalf of you inconsistent with the Appointment, Access Level, GrainCorp Agreed Terms or this Appointment.
6. The Authorised User acknowledges that it has no right or authority to bind you in any way except as expressly authorised by this Appointment and shall not represent to GrainCorp otherwise.
7. To the extent the Authorised User breaches this Agreement, or acts outside any implied authority, both You and your Authorised User hold GrainCorp harmless for any loss, damage, cost, penalty or expense whatsoever or wheresoever caused.
8. The Appointment is governed by this Agreement and to the extent there is an inconsistency between any agency agreement entered into by you and the Authorised User (or any other third party), the terms of this Agreement shall prevail.
9. Conditional upon your compliance with clause 1 above (which is a continuing obligation), the Appointment is non-exclusive and is valid from the date the last of you or your Authorised User signed this Agreement, until 30 September of the following year of the year that the Agreement is signed, unless terminated earlier in accordance with clause 13. If the Agreement is revoked, terminated or otherwise brought to an end during the term, all access granted to the Authorised User will cease.
10. You and Your Authorised User acknowledge and agree that GrainCorp is not liable for any claim, suit, action, complaint, direct or indirect or consequential loss, cost, expense, charge, fee, tax, penalty or damages whatsoever incurred by you or your Authorised User (collectively the **Claims**) by acting in accordance with instructions provided by the Authorised User on your behalf, and each of you and your Authorised User shall hold GrainCorp harmless and agrees to indemnify and keep indemnified GrainCorp against any Claims, including legal costs.
11. This Appointment cannot be varied except by written agreement signed by you, the Authorised User and GrainCorp.
12. You or your Authorised User may revoke/terminate this Appointment at any time upon the giving of not less than 2 Business Days written notice to GrainCorp, which must be duly acknowledged in writing as received by GrainCorp.
13. If you are aware or suspect that the Authorised User is acting in breach of the Agreement or Agreed Terms, you **MUST** notify GrainCorp immediately. If you notify GrainCorp of a potential breach of this Agreement or breach of the Agreed Terms, you may request that CropConentc suspends the Authorised User's access with immediate effect. This request by you must be duly acknowledged in writing as received by GrainCorp.
14. This Appointment does not create a partnership or joint venture between you, your Authorised User and GrainCorp. For the avoidance of doubt, GrainCorp owes no fiduciary duties to each of you and your Authorised User, and you and your Authorised User each expressly waives any which might otherwise exist.
15. This Agreement, the Appointment and the information contained in Parts 1, 2, 3 and 4, comprise the entire agreement between the parties.
16. This Appointment cannot be assigned.
17. This Appointment is governed by the laws of New South Wales and You and Your Authorised User submit to exclusive jurisdiction of its courts.
18. Notices given under this Appointment to GrainCorp must be issued to GrainCorp via growers@graincorp.com.au

Part 4

Acknowledgement and Sign off

By signing this Agreement you and your Authorised User each warrant that they have read and understood the Form, that the information populated is correct in all respects, that they had a reasonable opportunity to seek and obtain independent legal advice before signing, and each agree to be bound by this Agreement.

GROWER:

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Signature of Growers(s)

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Print name of Growers(s)

Print Date:
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AUTHORISED USER:

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Signature of person authorised to sign on behalf Authorised User

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Print name of person signing and office

Print Date:
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