ADM Group Australia Pty Ltd
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E admin.ade@adm.com

STORAGE AND HANDLING (WAREHOUSE) TERMS AND CONDITIONS

RECITALS:

A. ADM Group Australia Pty Ltd ("ADM") is the operator of a grain storage facility at Port Pirie, South Australia ("ADM Port Pirie Grain Storage Facility"). ADM will be open to receive cereals and pulses ("Grains") for the 26/27 harvest and will be the sole Marketer/Buyer at the site.

B. The Client desires to deliver and store its Grains at the ADM Port Pirie Grain Storage Facility and to eventually sell and transfer ownership of its Grains to ADM.

C. By delivering Grains to the ADM Port Pirie Grain Storage Facility, the Client as a grower of Grains acknowledges and agrees that ADM will ultimately take title of the Grains delivered to the storage facility.

D. Parties also agree that it is the Client's contractual right to fix a price for the transfer of the Grains as long as this is done within the designated contract period.

E. The terms of these Storage and Handling (Warehouse) Terms and Conditions including the arbitration clause at Clause 6.2 herein are also hereby expressly incorporated into the Storage and Handling (Warehouse) Agreement. These Storage and Handling (Warehouse) Terms and Conditions and the Storage and Handling (Warehouse) Agreement will form and shall collectively be referred to as the Agreement or this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual obligations undertaken herein set forth herein, the Parties hereby agree as follows:

1. Effective Date and Validity

1.1 This Agreement shall become effective on the Commencement Date and shall be valid for a term of 1 year, unless

(a) Terminated in accordance with the terms of this Agreement; or

(b) Ownership of the Grains is transferred to ADM under Clause 3 of this Agreement.

2. Delivery and Storage of Grains

2.1 ADM shall agree to accept, take in, handle and/or store the Grains ("Services") delivered to the ADM Port Pirie Grain Storage Facility by the Client subject to the following conditions at ADM's sole discretion:

(a) The Client acknowledges that by delivering into the ADM Port Pirie Grain Storage Facility, the Client is presented with three delivery options:

1. Delivery and sale against the prevailing cash price on the day of the delivery of the Grains ("Cash Price Sale");
2. Delivery against an existing contract ("Contract Sale"); or
3. Warehouse storage against Client's NGR card number.

(b) The Client shall provide details of and the specifications of the Grains by completing the form at **Schedule 1** upon delivery to the ADM Port Pirie Grain Storage Facility.

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(c) Upon presentation at the ADM Port Pirie Grain Storage Facility, Grains will be sampled as per Grain Trade Australia ("GTA") sampling standards and will be graded accordingly.

(d) The Client must ensure, and provide a signed Delivery Declaration by the Client, the grower or agent (as the case may be) in accordance with the form at **Schedule 1**, which warrants that each load of Grains delivered to the ADM Port Pirie Grain Storage Facility:

1. Has not been treated with any:
   (i) insecticide, pesticide or other chemical or seed treatment contrary to any label (including treatments in "on-farm" or grower owned storage).
   (ii) requirements or instructions or otherwise that result or could result in the Client's Grain exceeding any applicable Maximum Residue Limit; or
   (iii) pickling compound;
2. Has not been manipulated or loaded in any way to prevent the making of an accurate assessment by ADM of the Grade, quality of the Grain and/or weight of a Load;
3. Does not contain any foreign materials (including any physical, chemical contaminants, insect or vermin); and
4. The Client owns or has the express authority to deal with any and all Grain tendered as part of a Load at a Site by or on behalf of the Client;
5. Was grown between May and September immediately prior to the Season in which the Services are acquired, unless otherwise agreed with ADM prior to delivery.
6. Any declarations made by or on behalf of the Client in respect of a Load or information provided by or on behalf of the Client in respect of the Services are true and correct in all respects and not misleading or deceptive or likely to mislead or deceive;

2.2 If any of the conditions in Clause 2.1 have not been satisfied, ADM may in good faith refuse to accept for purchase, provide, or impose additional conditions on the provision of Services in respect of any load of Grains of the Client on any reasonable grounds, including but not limited to such grounds relating to:

(a) Contamination,
(b) Quality,
(c) Hygiene,
(d) Misleading information or safety (whether in respect of the relevant Load or any previous Load delivered by the Client or an Agent and regardless of whether the Load is or was delivered by the Agent as agent for that particular Client or otherwise)

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2.3 Subject to Clauses 2.1 and 2.2 above, any Grains delivered to and stored at the ADM Port Pirie Grain Storage Facility shall be subject to the following warehousing fees and rates if the ownership of the Grains are not transferred to ADM on delivery by the Client under either Clause 2.1(a)(1) or 2.1(a)(2):

(a) ADM is able to offer free warehousing to the Client of the Client's Grains until 31st January 2027.

(b) Cereals

a. From 1st February 2027 0001hrs, the Client will be charged a monthly storage fee of $2.00/MT. The monthly carry fee will be charged based on the volume of all warehoused Grains owned by the Client as at 0001 hrs on the 1st day of each calendar month.

b. From 1st July 2027 0001 hrs, the Client will be charged a monthly storage fee of $3.00/mt. The $3.00/mt monthly carry fee will be charged for each subsequent month until the Client's ownership has been transferred to ADM.

(c) Pulses

a. From 1st February 2027 0001hrs, the Client will be charged a monthly storage fee of $2.00/MT. The monthly carry fee will be charged based on the volume of all warehoused Pulses owned by the Client as at 0001 hrs on the 1st day of each calendar month.

b. From 1st July 2027 0001hrs, the Client will be charged a monthly storage fee of $3.00/MT. The monthly carry fee will be charged based on the volume of all warehoused Pulses owned by the Client as at 0001 hrs on the 1st day of each calendar month.

c. From 1st September 2027 0001 hrs, the Client will be charged a monthly storage fee of $5.00/mt. The $5.00/mt monthly carry fee will be charged for each subsequent month until the Client's Pulse ownership has been transferred to ADM.

2.4 The Client may only store and warehouse its Grains for a maximum period of 1 year. At the end of the 1 year, if there has been no transfer of ownership to ADM, ADM shall terminate this Agreement and Clause 8.3 shall apply.

2.5 Fee's accrued will be deducted from the Client's grain payment following and collected at the time of payment to the Client. Accumulated storage fees will appear on the Client's RCTI issued by ADM.

3. Transfer of Ownership of Grains

3.1 The Client delivers and stores its Grains in the ADM Port Pirie Grain Storage Facility with the intent that the Client will sell and transfer ownership of the Client's Grains to ADM exclusively within the term of this Agreement.

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3.2 If the Client has not entered into a prior agreement for sale of the Grains to ADM i.e. a Contract Sale, any transfer to ADM shall only be against an ADM cash price and which transfer must take place within the term of this Agreement. ADM will post cash prices daily.

3.3 The Client can transfer any portion of their warehoused Grains to ADM via the Grainstor Portal or by contacting ADM Grower Services direct. The Client will only be entitled to receive payment in accordance with the ADM cash price posted on the day that notice of transfer is issued by the Client to ADM unless otherwise agreed to by ADM in writing.

3.4 Payment terms between the Client and ADM shall be as per ADM's standard cash price payment terms and ADM's sale and purchase contracts.

3.5 In the event the Client elects to deliver to and warehouse Grains in the ADM Port Pirie Grain Storage Facility post-harvest under Clause 2.1(a)(3), the rates as set out in Clause 2.3 will commence the month following the month of delivery, at the posted rate for that month.

3.6 Where the Grains have not yet been transferred to ADM but have been warehoused by ADM at the ADM Port Pirie Grain Storage Facility, the Client acknowledges that although the Client's warehoused Grains will remain the property of the Client and shall appear as the Client's stock on hand, ADM has the right to

(a) Commingle the Grains with other grains of the like type and specification;
(b) Physically outturn Grain; and
(c) Treat the Grains 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 limits unless otherwise specified and the Client is not required to obtain the Client's approval to treat the Grains

prior to the Client transferring the ownership of the Grains to ADM.

3.7 Subject to the terms of this Agreement, until such time that the Grains are transferred to ADM, the Client shall have no right whatsoever to request or require ADM to remove the Client's Grains from the ADM Port Pirie Grain Storage Facility.

4. Confidentiality

4.1 The Parties agree that all information given to them or received by them when negotiating or implementing this Agreement is "Confidential Information".

4.2 None of the parties will disclose Confidential Information to third parties except on a need to know basis:

(a) To the Parties' professional advisors for the purposes of obtaining their advice
(b) To the Parties' affiliates and employees for the purpose of carrying out the Agreement; or
(c) To the extent required by law; or

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(d) Where the Confidential information is already in a public domain other than as the result of a breach of a party's obligations under this clause.

4.3 In addition to the exceptions set forth in Clause 4.2, the foregoing obligations of confidentiality, non-disclosure and non-use shall not apply to Confidential Information, which the Party receiving Confidential Information or any of its Representatives ("Receiving Party") from the Party disclosing Confidential Information ("Disclosing Party") is required to disclose by law, governmental proceeding or court order.

4.4 However, before such disclosure, the Receiving Party shall, to the extent that it does not conflict with its obligations under any such laws, regulations, rules, mandatory requirements or order of the Governmental Authority:

(a) Immediately notify the Disclosing Party of the requirement to disclose the Confidential Information; and

(b) Give the Disclosing Party a reasonable opportunity to challenge the requirement, seek an appropriate protective order or other appropriate remedy or waive the Receiving Party's compliance with the provisions of this Agreement.

4.5 In the event that such protective order or other remedy is not obtained, or that the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion of the Confidential Information which, in the opinion of the Receiving Party's counsel, it is legally required by applicable law to disclose and will reasonably cooperate with the Disclosing Party's efforts, at the Disclosing Party's expense, to obtain confidential treatment of the Confidential Information so furnished.

5. Liability and Insurance

5.1 The Client will indemnify and keep indemnified ADM, its associates, its employees, agents and contractors (each an "Indemnified Party") against all claims, expenses, losses, damages and costs ("Liabilities") (including but not limited to all Liabilities arising as a direct result of damage to a third party's property or injury to or death of any person, and all legal costs in relation to any Liabilities) sustained or incurred by any third party or by the Indemnified Party arising from:

(a) Any breach of this Agreement by the Client;

(b) Any negligent or wrongful act or omission of the Client or any of its employees, agents or contractors in the course of or related to the performance of, or any failure to perform, any of its obligations under this Agreement; and

(c) Any fraud, dishonesty, misrepresentation or wilful default of or by the Client.

5.2 ADM shall not be liable to the Client for any loss of profits, loss of revenue, consequential, indirect or incidental damages arising out of or related to this Agreement in tort, contract or otherwise.

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5.3 Where the Client's goods have not been transferred to ADM at the point of delivery, ADM shall have and keep current during the term of this Agreement general liability insurance and insurance against all Grains stored in the ADM Port Pirie Grain Storage Facility.

6. Resolution of Disputes

6.1 This Agreement expressly incorporates the GTA Dispute Resolution Rules in force at the commencement of the arbitration.

6.2 Any dispute arising out of this Agreement, including any question of law arising in connection therewith shall be referred to arbitration in accordance with the GTA Dispute Resolution Rules in force at the commencement of the arbitration and of which both parties hereto shall be deemed to be cognizant except that this contract prevails to the extent of any inconsistency but no further. 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 any action or other legal proceedings against the other of them in respect of any such dispute.

7. Termination

7.1 ADM may terminate this Agreement with immediate effect by giving written notice to the Client if:

(a) The Client breaches any provision of this Agreement and fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so;

(b) The Client fails to pay ADM for the warehousing fees and rates for 3 consecutive months despite notices issued by ADM for such outstanding warehousing fees and rates;

(c) The Client breaches a material provision of this Agreement where that breach is not capable of remedy; or

(d) Any event referred to in clause 7.2 happens to the Client.

7.2 Each party must notify the other party immediately if:

(a) That party ceases to carry on business;

(b) Any step is taken by a mortgagee to take possession of or dispose of the whole or part of that party's assets, operations or business;

(c) Any step is taken to enter into any arrangement between that party and its creditors; or

(d) Any step is taken to appoint a receiver, a trustee and manager (or either of them) including a statutory manager, a provisional liquidator, an administrator or other like person of the whole or part of that party's assets, operations or business (other than for the purposes of a solvent reconstruction or amalgamation).

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8. Consequences of Termination

8.1 The obligations relating to confidentiality (clause 4), liability and insurance (clause 5), resolution of disputes (clause 6) and this clause 8 will continue to apply to the parties after expiration of termination of this Agreement.

8.2 Termination or expiration of this Agreement will not affect any rights or remedies each party may have accrued before the date of termination. For the purposes of this clause, "accrued" will include matters arising prior to termination but not discovered until after termination.

8.3 Upon Termination under Clause 7.1 or in the event of Clause 2.4 applying, ADM is entitled to purchase the Client's Grains at a fair market price as determined by 2 independent broker quotes for that particular day, less any outstanding storage fees and any other fees payable by the Client.

9. Miscellaneous

9.1 Governing Law: The formation, validity, construction and performance of this Agreement will be governed by and constructed in accordance with the laws of South Australia.

9.2 Contractual Privity: The provisions of this Agreement are for the benefit of, and are intended to be enforceable by, any related or affiliated company of the respective Parties.

9.3 Entire Agreement: Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and cancels all prior understandings, communications and agreements whether oral or written.

9.4 Waiver: No failure or delay by a party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement. A waiver of any breach of any provision of this Agreement will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed.

9.5 Severable Agreement: If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, it will be severed and the remainder of this Agreement will remain in full force and effect.

9.6 Counterparts and Facsimile Exchange: This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed on the basis of an exchange of facsimile copies and the parties confirm that their respective execution of this Agreement by such means shall be valid and sufficient execution.

9.7 Force Majeure: ADM will not be liable for any delay in meeting, or failure to meet, its obligations under this Agreement (excluding an obligation to pay money) to the extent that

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such delay or failure is caused by any event outside its reasonable control and without its fault and that ADM could not take reasonable measures to prevent or mitigate the effects of such cause (including, without limitation, any delay or failure caused by any or omission by the Client (force majeure event). If ADM is so prevented from meeting its obligations under this Agreement, it will immediately notify the Client of the circumstances and any alternative means for performance of the obligation and consult with the Client as to the means, and use its best endeavours, to minimise the effects of its inability to perform its obligations under this Agreement. If the force majeure event continues for not less than 60 days ADM may terminate this Agreement with immediate effect by written notice.

9.8 Relationship between the Parties: Nothing in this Agreement will create constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties. A party will not have the authority to act for, or to incur any obligations on behalf of, the other party, except as expressly provided for in this Agreement.

9.9 Notice: Every notice or report to be given under, or in connection with, this Agreement will be given in writing by:

(a) A personal delivery;

(b) Mailing by pre-paid post, and will be deemed to be given five (5) Business Days following (but exclusive of) the date of mailing; or

(c) By email to the addresses set out in this Agreement provided that if the time of delivery of transmission is outside of a Business Day then delivery will be deemed to be given on the next Business Day.

9.10 Variation: Any variation or amendment to this Agreement must be in writing signed by both of the Parties.

9.11 Assignment: The Parties may not assign or attempt to assign or otherwise transfer or subcontract any right or obligation arising out of this Agreement without obtaining the prior written consent of the other Party. A change in the direct or indirect ownership or control of a party or the disposal by a Party of the whole or part of its assets, operations or business other than in the ordinary course of business shall be deemed an assignment requiring the other party's consent. ADM may, at any time, assign, transfer by novation or otherwise deal with any of its rights, interests and obligations hereunder to any of its Related Bodies Corporate (as that term is defined pursuant to the Corporations Act 2001 (Cth)). ADM will give written notice of any such assignment, novation or dealing to the Client.

9.12 Counterparts: This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same agreement.

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SCHEDULE 1

Delivery Form

Grower Details

NGR

Trading Name

Phone Number

No.

Load Details

Date | Season

Commodity | Variety

Site | State of Production

Paddock Name

Carrier Information

Carrier Name

Driver Name

Truck Registration

Legal Mass Limit

Mass Limit Code

NHVAS Accredited? ☐ Yes ☐ No

Accreditation Number

Notification of 3 prior loads

	Commodity Carried	Cleaning Method
1		
2		
3		

Load Instruction

Expected Grade 1

Purchase Option: Warehouse ☐ / Contract ☐ Contract Number / Cash ☐ Price

Expected Grade 2

Purchase Option: Warehouse ☐ / Contract ☐ Contract Number / Cash ☐ Price

Declaration

Has Glyphosate been applied? ☐ Yes ☐ No

Have IMI chemicals been applied? ☐ Yes ☐ No

Name | Signature

Signatories are required to make accurate and complete declarations on all grain delivered to an ADM facility / site. By delivering into an ADM site, the grower (or their representative) accepts the terms and conditions of the ADM Storage and Handling Agreement. The ADM Storage and Handling Agreement is available at the site office, or on request by calling the ADM Grower Line on 1300 123 236. It is the responsibility of the grower, or their representative, to have read and understood the terms and conditions of the Agreement.

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