Long Term Port Terminal Services Agreement

Dated:

Bunge Operations Pty Ltd (“**Bunge**”)
[ ] (“**Client**”)

Contents

Details

Parties	**Bunge** and **Client**	
Bunge	Name	**Bunge Operations Pty Ltd**
	ABN	88 007 556 256
	Address	Level 1, 186 Greenhill Road, Parkside, SA 5063
	Telephone	(08) 8304 5000
	Email	LTA@viterra.com
	Attention	General Manager Supply Chain
Client	Name	[insert]
	ABN	[insert]
	Address	[insert]
	Telephone	[insert]
	Email	[insert]
	Attention	[insert]
Commencement Date	14 October 2025	
Expiry Date	30 September 2032	
Recitals	**A**	Bunge is the operator of the Port Terminal Facilities, and provider of the Port Terminal Services.
	B	Bunge wishes to provide, and the Client wishes to acquire on a take or pay basis, access to the Port Terminal Services for the purpose of the Client exporting Grain on the terms and conditions set out in this Agreement.

General terms

1 Defined terms & interpretation

1.1 Defined terms

In this Agreement:

ACCC means the Australian Competition and Consumer Commission.

Accidental Loss or Damage means Loss to the Client's Grain caused or occasioned by events not reasonably within Bunge's control.

Additional Amount has the meaning given in clause 8.5(c).

Additional Short Term Capacity has the meaning given in the Port Loading Protocols.

Affected Obligations has the meaning given in clause 15.4.

Affected Party has the meaning given in clause 15.2.

Agreement means this agreement including all schedules, annexures and attachments.

Associated Entity has the meaning given by the Corporations Act.

Binned Grade means the Grade of Grain stored in a Cell.

Booking has the meaning given in the Port Loading Protocols.

Bulk Wheat means wheat for export from Australia other than wheat that is exported in a bag or a container that is capable of holding not more than 50 tonnes of wheat.

Bunge Facility means any facility owned or operated by Bunge or any Bunge Group Company for the receival and storage of Grain, and may include a Port Terminal Facility.

Bunge Group Company means Bunge Pty Ltd and any Associated Entity of Bunge Pty Ltd.

Bunge Pty Ltd means Bunge Pty Ltd ACN 084 962 130.

Bunge Road Vehicle Hygiene Requirements means the requirements published by Bunge from time to time on www.bunge.com/Australia or otherwise displayed or available at a Bunge Facility or required by law (as amended, varied or substituted from time to time).

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in South Australia.

Capacity has the meaning given in the Port Loading Protocols.

Capped Agreements has the meaning given in clause 13.5.

Cell means a single unit of storage of Grain.

Charges has the meaning given in clause 8.1.

Client's Grain means that quantity of Grain held by Bunge on behalf of the Client within a Port Terminal Facility, as adjusted for Shrinkage and other matters allowed or required under this Agreement.

Code means the Port Terminal Access (Bulk Wheat) Code of Conduct, declared by the *Competition and Consumer (Industry Code – Port Terminal Access (Bulk Wheat)) Regulation 2014*.

Commencement Date has the meaning given in the Details.

Common Stock has the meaning given to that term in clause 6.2.

Confidential Information means information exchanged between Bunge and the Client in relation to the business of those persons that:

(a) is by its nature confidential;

(b) is specified to be confidential by the person who supplied it; or

(c) is known, or ought to be known, by a person using or supplying it to be confidential or commercially valuable;

but excludes information that:

(d) is comprised solely of the name, address and contact details of a person; or

(e) was in the public domain at the time when it was supplied; or

(f) subsequently becomes available other than through a breach of confidence or breach of this Agreement; or

(g) was in lawful possession of the Party prior to being provided by the Party; or

(h) must be disclosed in accordance with the Code, or in order to comply with other legal requirements; or

(i) ceases to be confidential in nature by any other lawful means.

Contaminated Delivery has the meaning given in clause 5.6(c).

Corporations Act means the *Corporations Act 2001* (Cth).

Credit Risk has the meaning given in clause 8.2.

Credit Support has the meaning given in the Port Loading Protocols.

Damaged Grain means Grain that has been damaged to such an extent that it can no longer be classified by any Receival (Classification) Standards and is only of salvage value or suitable for disposal.

Defaulting Party has the meaning given in clause 29.2(c).

Department of Agriculture means the Department of Agriculture, Fisheries and Forestry and its successors from time to time.

Details means the section of this Agreement headed "Details".

Dispute means a bona fide dispute between the Client and Bunge arising under this Agreement.

Dispute Notice has the meaning given in clause 16.1.

Dust means Grain dust attributable to the Client's Grain extracted from dust collection plants in any Bunge Facility, but excluding Damaged Grain.

Excess Outturn Entitlement Amount means the amount calculated by multiplying the volume (in tonnes) by which the Grain Outturned to the Client exceeds the Client's Outturn Entitlement by the Fair Market Value Price.

Excluded Services has the meaning given to that term in clause 3(c) of this Agreement.

Expiry Date has the meaning given in the Details.

Fair Market Value Price means in respect of a Client's Grain, the fair market value (on a per tonne basis) of Grain that is:

(a) of the same type, grade and Service Year as the Client's Grain; and

(b) calculated at the time Bunge or the Client pays the Excess Outturn Entitlement Amount or the Shortfall Outturn Entitlement Amount (as the case requires).

Force Majeure Event has the meaning given to that term in clause 15.1.

Grade means a grade of Grain of a given Service Year specified in the Receival (Classification) Standards and Outturn Standards of that same Service Year, or any other grade agreed by the Parties.

Grain means the seed of any crop or pasture species of any genus or grade and (for the avoidance of doubt) includes Pulses but excludes minerals and processed or value added products such as malt.

Grain Receival Services means the receival of Grain for export from Australia at a Port Terminal by using one or more of the Port Terminal Facilities at that Port Terminal, and involves:

(a) sampling, testing and classification on delivery;

(b) weighing on delivery;

(c) tipping and inward elevation;

(d) Segregation;

(e) placing into storage; and

(f) recording of relevant information.

Grain Ship Loading Services means the Outturn of Grain to a shipping vessel at a Port Terminal for export from Australia by using one or more of the Port Terminal Facilities at that Port Terminal and involves:

(a) monitoring quality against the Outturn Standard;

(b) blending;

(c) weighing;

(d) outward elevation to the ship loader; and

(e) recording of relevant information.

Grain Storage Services means the storage of Grain for export from Australia at a Port Terminal by using one or more of the Port Terminal Facilities at that Port Terminal and involves:

(a) storage;

(b) standard grain protection and maintenance;

(c) dis-infestation; and

(d) recording of relevant information.

Grower means any person involved in the growing of Grain, the contact details for whom have been registered with Bunge or a national grower register.

GST has the meaning given in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or any replacement or other relevant legislation or regulations.

GST Legislation means the GST Act and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts.

Indirect or Consequential Loss means indirect, consequential or remote loss or any loss in the nature of compensation for loss of production, loss of profit, loss of opportunity, loss of markets, loss of use of money, goods or other property or loss of goodwill or business reputation, any shipping/demurrage costs or fees, damages or penalties payable under the Client's customer or charter party's contract (whether direct or indirect) including any losses that the Client may suffer in the event that the ability to resell Grain is adversely affected or delayed.

Insolvency Event means, in relation to a Party:

(a) a receiver, receiver and manager, administrator, trustee or similar official is appointed over the whole or a substantial part of the assets or undertaking of the Party and is not removed within 30 days;

(b) the Party suspends payment of its debts generally;

(c) the Party is insolvent within the meaning of the Corporations Act;

(d) the Party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;

(e) an application (other than a vexatious application) or order is made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the Party or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the Party otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of the other Party and, in the case of an application, the application is not withdrawn or dismissed within 60 days; or

(f) an administrator is appointed under Division 2 of Part 5.3A of the Corporations Act and, except in the case of an appointment by the Party or its directors, is not withdrawn or removed within 14 days.

In-Store Transfer means the transfer of ownership of Grain held at a Port Terminal Facility from the Client to another person, or vice versa, as recorded in Bunge's stock systems.

Long Term Capacity has the meaning given in the Port Loading Protocols.

Loss means any damage, payment, charge, loss, cost, liability (whether actual, contingent or prospective), claim or expense (including legal costs and expenses).

LTC Booking Fee means the booking fee payable for Long Term Capacity as set out in the relevant Pricing Document.

Mediation Notice has the meaning given in clause 16.3.

Modern Slavery has the meaning given in the *Modern Slavery Act 2018* (Cth).

Non-Defaulting Party has the meaning given in clause 29.2(b).

Other Client means a person that is provided with a storage service at a Port Terminal Facility (other than the Client or a Grower). For avoidance of doubt, Bunge or an Associated Entity of Bunge may be an Other Client.

Outturn means to cause Grain physically to leave the custody of Bunge at a Port Terminal Facility, and is taken to occur when the Grain exits the delivery spout into a Transportation Vehicle at which point physical custody of the Grain passes from Bunge to the Client or a third party authorised by the Client.

Outturn Entitlement has the meaning given to that term in clause 7.2.

Outturn Standards means the standards published in Schedule G (Register of Outturn Standards) of the Pricing Procedures and Protocols Manual, as amended by Bunge from time to time.

Party means, depending on the context, Bunge or the Client and **Parties** means both of them.

Port Loading Protocols means the document of that name as published and amended from time to time by Bunge in accordance with its terms.

Port Terminal means, depending on the context, Bunge's seaboard terminals at:

(a) Port Adelaide, Inner Harbour, Berth 27, South Australia;

(b) Port Adelaide, Outer Harbor, Berth 8, South Australia;

(c) Port Giles, South Australia;

(d) Wallaroo, South Australia;

(e) Port Lincoln, South Australia; or

(f) Thevenard, South Australia.

Port Terminal Facility means a ship loader that is:

(a) at a Port Terminal; and

(b) capable of handling Grain;

and includes any of the following facilities:

(c) an intake/receival facility;

(d) a grain storage facility;

(e) a weighing facility;

(f) a shipping belt;

that is:

(g) at the Port Terminal; and

(h) associated with the ship loader; and

(i) capable of dealing with Grain.

Port Terminal Services means the services in relation to Grain provided by means of a Port Terminal Facility, the use of a Port Terminal Facility and the use of all other associated infrastructure provided by Bunge at a Port Terminal which in each case is necessary to allow exporters to export Grain through that Port Terminal. Port Terminal Services include, in relation to a Port Terminal, the:

(a) Grain Receival Services;

(b) Grain Storage Services;

(c) Grain Ship Loading Services; and

(d) any other Grain handling services that Bunge agrees to provide to the Client under this Agreement.

PPSA means the *Personal Property Securities Act 2009* (Cth) and any regulations made under that Act.

Pricing Document means:

(a) in relation to Bulk Wheat, the Reference Prices; and

(b) in relation to all other Grains, the Pricing Procedures and Protocols Manual.

Pricing Procedures and Protocols Manual means the document of that name published by Bunge on its website, as varied by Bunge from time to time.

Prudential Requirements has the meaning given in the Port Loading Protocols.

Pulses means chickpeas, lupins, field peas, faba beans, lentils, vetch, broad beans and all other grain legumes.

Purchase Options means the various alternative products offered or to be offered to Growers by the Client for the purchase of Grain as submitted to Bunge for display at a Bunge Facility, subject to and in accordance with such procedures and requirements as Bunge may, in its sole discretion, produce and publish from time to time.

Receival (Classification) Standards means standards that either:

(a) accord with the industry benchmarks established for Grain (as varied from time to time by Bunge) and published on Bunge's website prior to the receival of that Grain into a Bunge Facility; or

(b) are otherwise agreed with the Client.

Reference Prices means the schedule of prices for access to each Port Terminal Service for each Service Year as published on Bunge's website and as varied from time to time in accordance with this Agreement. In this Agreement, "Reference Prices" includes the Explanatory Notes to the Reference Prices as varied from time to time.

Regulatory Change Event means when one or more of the following events occurs:

(a) the price or prices for the supply by Bunge of Port Terminal Services to any person is the subject of a binding decision by any regulator or arbitrator under the Code or in accordance with any other access regime;

(b) a scheme is introduced by any governmental agency requiring or providing for Bunge to gain or hold any licence, permit, authorisation or requiring or providing for Bunge to hold or surrender any certificate, permit or instrument or any such scheme being varied;

(c) the provision of access to a Port Terminal becomes subject to any access regime which it was not subject to at the date of this Agreement;

(d) the Code is repealed, varied or replaced; or

(e) Bunge becomes an "exempt service provider" (as defined in the Code) in respect of a Port Terminal Facility under the Code.

Sanctioned Country means a country or territory that is the subject of comprehensive sanction.

Sanctioned Entity means:

(a) a person which has, other than as disclosed prior to the Commencement Date:

    (i) breached any Sanctions Law;

    (ii) admitted or been found by a court in any jurisdiction to have breached any Sanctions Law; and/or

    (iii) been subject to any investigation (or pending or threatened investigation) pursuant to any Sanctions Law by any law enforcement, regulatory agency or authority; and/or

(b) a person which is based, organised or resident in a Sanctioned Country.

Sanctions Law means any law or regulation enacted by Australia, the United States of America, the European Union or the United Nations in relation to transactions with restricted countries, persons and entities.

Security Interest has the meaning given in the PPSA.

Segregation means the physical separation of the storage of Grain by type, Grade, variety or such other distinguishing quality as may be determined by Bunge.

Service Year means each period from 1 October to the following 30 September during the Term.

Shortfall Outturn Entitlement Amount means the amount calculated by multiplying the volume (in tonnes) by which the Grain Outturned to the Client is less than the Client's Outturn Entitlement by the Fair Market Value Price.

Short Term Capacity has the meaning given in the Port Loading Protocols.

Shrinkage means loss in the normal storage and handling process, including loss of mass through changes in moisture content, loss in handling, and Waste. Shrinkage does not include Grain lost as Dust.

Suspension Notice has the meaning given to that term in clause 17.1.

Term commences on the Commencement Date and ends on the Expiry Date (unless terminated earlier in accordance with clause 17).

Termination Notice has the meaning given to that term in clause 17.1.

Transfer Notice means a signed notice to Bunge in the form set out in the Attachment 2 of the Port Loading Protocols.

Transportation Vehicle means a truck, train or shipping vessel to which the Client requests Grain to be Outturned.

Up-Country Receival Facility has the meaning given to that term in clause 3(b).

Waste means Grain that, as a result of the normal handling process, has been downgraded to Grain of no commercial value (for example, mouldy Grain or Grain mixed with dirt and stones) and includes Damaged Grain.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a) The singular includes the plural, and the converse also applies.

(b) A gender includes all genders.

(c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(e) A reference to a clause is a reference to a clause of this Agreement.

(f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced. Further, a reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.

(g) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

(h) A reference to a Party to this Agreement or a party to another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(i) A reference to any Government agency in this Agreement, including to Department of Agriculture, includes that agency's successors.

(j) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(k) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(l) A reference to *dollars* and *$* is to Australian currency.

(m) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.

(n) A reference to time is a reference to the local time in Adelaide, South Australia (unless otherwise stated).

(o) Where any matter or thing is required to be attended to or done on a day which is not a Business Day, it will be attended to or done on the next Business Day.

(p) Measurements of physical quantities are in Australian legal units of measurement within the meaning of the *National Measurement Act 1960 (Cth)*.

(q) Nothing in this Agreement is to be interpreted against a Party solely on the ground that the Party prepared or put forward this Agreement or a relevant part of it.

2 Term and application of Agreement

2.1 Commencement, duration and application

This Agreement:

(a) commences on the Commencement Date and, unless terminated earlier under clause 17, ends on the Expiry Date; and

(b) applies to all Port Terminal Services provided, or deemed to have been provided, by Bunge under this Agreement.

2.2 Continued provision of Port Terminal Services

(a) If the Client:

(i) is provided with any Port Terminal Services after the Expiry Date; and

(ii) has not executed a new agreement in respect of the supply of those services,

unless otherwise agreed by Bunge in writing, those Port Terminal Services will be provided on Bunge's then current standard terms and conditions.

(b) If Grain delivered to the Port Terminal Facilities prior to the Commencement Date is held in Bunge's storage facilities at the relevant Port Terminal as at the Commencement Date, the terms and conditions in this Agreement (including price terms) will apply to that previously delivered Grain.

(c) The Parties agree that on and from the Commencement Date any previous agreement between Bunge and the Client for the provision of Port Terminal Services is terminated.

3 Acknowledgement of limited application

Despite anything to the contrary contained in this Agreement:

(a) this Agreement applies to the provision of all Port Terminal Services provided by Bunge to the Client in respect of all Grains;

(b) where Grain is received by Bunge at a Bunge Facility that is not a Port Terminal Facility (**Up-Country Receival Facility**), the services provided by Bunge in respect of that Grain before it reaches the Port Terminal Facility will not be governed by this Agreement; and

(c) if the Client engages Bunge to provide receival, transport, storage, outturn services or other services that are not Port Terminal Services (whether because those services are not provided at a Port Terminal Facility or otherwise) (**Excluded Services**), then the Excluded Services will be provided either:

(i) under any separate agreement that Bunge and the Client make for the provision of the Excluded Services; or

(ii) otherwise, under the standard terms and conditions that are published by Bunge for the provision of the relevant Excluded Services for that Service Year.

4 Port Terminal Services

4.1 Supply of Capacity

(a) Bunge will provide, and the Client agrees to acquire and pay for, any:

(i) Long Term Capacity, Short Term Capacity and Additional Short Term Capacity, allocated to the Client in accordance with the Port Loading Protocols; and

(ii) Port Terminal Services provided under this Agreement, in each case on and subject to the terms of this Agreement.

(b) The Long Term Capacity allocated to the Client as at the date of this Agreement is set out in Schedule 1.

4.2 Availability

Subject to clause 4.3, Bunge's obligation to provide a particular Port Terminal Service at a Port Terminal is at all times subject to the availability of the Port Terminal Facility required for that Port Terminal Service at that time.

4.3 Capacity management undertakings

The Client acknowledges that:

(a) nothing in this Agreement prevents Bunge from permitting any other person to use its Port Terminal Facilities for any purpose;

(b) certain rights have been granted to Other Clients to use Bunge's Facilities; and

(c) there may be capacity constraints in relation to the provision of Port Terminal Services at particular times and that, in managing demand for and in making operational decisions in the course of providing Port Terminal Services, Bunge will comply with the capacity management arrangements set out in this Agreement, the Port Loading Protocols and in the Code.

5 Grain Receival Services

5.1 Application of clause

This clause 5 applies in relation to the provision of Grain Receival Services.

5.2 Acceptance of Grain

(a) The Client must ensure that all Grain that is delivered to a Port Terminal Facility for storage and export by Bunge complies with the Receival (Classification) Standards. If Grain has characteristics for which a receival standard is neither published nor agreed, Bunge may refuse to receive that Grain. Bunge has made the current Commodity Classification Manual available to the Client via www.ezigrain.com.au.

(b) Without limiting anything else in this Agreement, Bunge may (when it has reasonable grounds for doing so):

(i) refuse to accept a request for a Grain Receival Service for all or any portion of a Client's Grain; or

(ii) place conditions on the receipt of a Client's Grain.

5.3 Acceptance of Grain from third parties on behalf of the Client

(a) Before accepting Grain at a Port Terminal Facility from a third party for sale to the Client and subsequent storage at the Port Terminal Facility on the Client's behalf, Bunge will assess and classify the Grain and require the person who has tendered the Grain to sign a receival docket setting out the origin, weight, variety, quality, payment grade and the Purchase Option selected by the person.

(b) Bunge is entitled to treat Grain to which clause 5.3(a) applies as the property of the person who tendered it and has no obligation to the Client in respect of it until the person who has tendered the Grain has signed or otherwise signified acceptance of the receival docket and has complied with clause 5.4(a).

5.4 Client to be nominated as the owner

(a) The Client must ensure that, whenever Grain is delivered to a Port Terminal Facility by a third party on behalf of the Client, the third party nominates the Client as the owner of the Grain and acknowledges that all the third party's right, title and interest to and in the Grain is transferred to the Client. The nomination and acknowledgement must be made in writing at the time of the delivery.

(b) On receiving the original of the acknowledgement set out in clause 5.4(a), Bunge will enter the name of the Client in its records as owner of the Grain without any further obligation to enquire as to the title of the Client and will hold the Grain for the Client subject to the terms of this Agreement.

5.5 Weighing

(a) For receival from road transport at a Port Terminal Facility, the Client authorises Bunge to use the weighing equipment nominated by Bunge to determine the receival tonnage.

(b) For receival from rail transport at a Port Terminal Facility, the Client authorises Bunge to use Bunge's or the rail service provider's nominated weighing equipment (if available), to determine the receival tonnage.

(c) Bunge will use the receival weights of site to site movements on all stock records of the Client.

(d) The Client is bound by the determinations made under clauses 5.5(a) and 5.5(b) and the records of those determinations in the absence of manifest error.

5.6 Quality

(a) For receival at a Port Terminal Facility, the Client authorises Bunge to use equipment and any processes (including Composite Sampling) nominated by Bunge to determine the receival quality.

(b) The Client is bound by the determinations made under clause 5.6(a) and the records of those determinations (including maximum permissible errors) in the absence of manifest error. The Client agrees that it is not a manifest error if the relevant determination is within the maximum permissible error as permitted by law or through generally accepted industry practice.

5.7 Contaminants

(a) The Client must not deliver to a Port Terminal Facility (either itself or through its suppliers) any Grain that is known or suspected to contain chemical contaminants, residues or a combination of both.

(b) If a load of Grain is found to be contaminated, the Client will not be permitted to deliver Grain to any Port Terminal Facility or other Bunge Facility until the Client has provided Bunge with evidence that there is no further risk of contamination arising from deliveries by the Client to the

Port Terminal Facility. This may involve further sample inspections and verification of Grain produced or owned by the Client by an independent expert, or an inspection of the vehicles or wagons used by the Client to deliver Grain to the Port Terminal Facility. The independent expert must certify to Bunge that the contaminant is manageable and removed prior to Bunge accepting new deliveries.

(c) Where Grain of any person other than the Client is affected by a contaminant or residue but is nevertheless delivered to a Port Terminal Facility (**Contaminated Delivery**), Bunge will not be liable to the Client or to any other person for any Loss (including Indirect or Consequential Loss) suffered or incurred directly or indirectly as a result of that Contaminated Delivery.

5.8 No capacity

Without limiting clause 5.2(b) or clause 5.6, Bunge may decline to receive Grain for storage on behalf of the Client at a Port Terminal Facility if:

(a) the export storage capacity allocated to a particular Binned Grade at that Port Terminal Facility is already full; and

(b) Bunge is unable to make additional space available for that Binned Grade by either movement of the Grain to another Bunge Facility or by Outturn of Grain. Nothing in this clause requires Bunge to move any Other Client's Grain which is in an export position at that time.

5.9 Reservation of Cell

(a) The Client may at any time request Bunge to reserve a Cell for use by the Client.

(b) Bunge has no obligation to accede to a request by the Client to reserve a Cell for the Client. However, if Bunge agrees to reserve a Cell, that agreement may be subject to:

(i) the Client agreeing to pay, and paying, the Cell reservation fee specified by Bunge; and

(ii) any time limits on the Cell reservation specified by Bunge.

(c) If Bunge agrees to reserve a Cell (and the Client pays the Cell reservation fee), Bunge will not, during the reservation period, move the quantity of Grain owned by the Client from the relevant Cell without the Client's consent.

5.10 Required Services

In acquiring Grain Receival Services, the Client must acquire such Port Terminal storage and handling services as Bunge, acting reasonably, requires in order to protect the integrity of Grain to be Common Stocked with the Client's Grain and/or to reduce the risk of quality, safety, health, environmental or hygiene claims. The costs of such services and their applicability will be identified in the relevant Pricing Document.

6 Grain Storage Services

6.1 Application of clause

This clause 6 applies in relation to the provision of Grain Storage Services.

6.2 Common stock

Subject to clause 5.8, unless specifically agreed otherwise, Bunge reserves the right to mix (**Common Stock**) the whole or any part of the Client's Grain with Grain stored on behalf of any Other Clients or other users at a Port Terminal Facility.

6.3 Title

Where the Client's Grain is Common Stocked, title to the Common Stocked Grain is held in common and in undivided shares by the Client and the Other Clients or users whose Grain forms part of the Common Stocked Grain at the applicable Port Terminal Facility.

6.4 Client's interest

(a) For the purposes of clause 6.3, at any time the Client's share of the Common Stocked Grain (on a Grade and season basis) will be equal to that proportion which the quantity of the Client's Grain at the time bears to the quantity of Common Stocked Grain at that time.

(b) Subject to clause 9.3, the Client does not have the right to nominate any particular parcel or Cell of Grain that is Common Stocked, as being owned by the Client.

6.5 Right to move Grain

(a) Subject to clause 5.8, Bunge reserves the right to move or swap Grain either within a Port Terminal Facility or to another Bunge Facility if:

(i) Bunge reasonably considers that the quality of the Grain or the operation of the Port Terminal Facility may be adversely affected if the Grain remains in any particular location;

(ii) the Port Terminal Facility fills, or is expected to fill, during the Service Year;

(iii) Bunge determines (in its reasonable opinion) that it is operationally efficient to move the Grain; or

(iv) the Client has not provided Bunge with evidence of an intention to ship or otherwise outturn the Grain from the Port Terminal Facility.

(b) Unless otherwise agreed between the Parties, any movements described in clause 6.5(a) will be at the expense of the Client. Bunge will use the then current freight rates published by Bunge.

7 Grain Ship Loading Services

7.1 Application of clause

This clause 7 applies in relation to the provision of Grain Ship Loading Services and other services relevant to the handling and Outturn of Grain.

7.2 Shrinkage, Dust & Outturn Entitlement

(a) The Client acknowledges and agrees that Bulk Wheat will always suffer Shrinkage and loss from Dust.

(b) The Client acknowledges and agrees that Bunge is entitled to deduct from the Outturn a percentage of Bulk Wheat initially received on behalf of the Client (Received Quantity) on account of Shrinkage and Dust. The net quantity of the Outturn remaining after such deductions will comprise the Outturn Entitlement (Outturn Entitlement).

(c) Bunge will specify the quantum and method of calculation of the deductions for Shrinkage and Dust in the Pricing, Procedures and Protocols Manual.

(d) Bunge will own and be entitled to deal in the quantity of wheat deducted from the Client's Bulk Wheat for Shrinkage and Dust at any time following receival of the wheat at a Port Terminal.

7.3 Outturn Standards

(a) Subject to this clause 7.3, Grain will be Outturned to the standards prescribed in the Outturn Standards.

(b) Without limiting clause 18, the Client indemnifies Bunge against all Losses Bunge or the Client incurs or sustains as a direct or indirect result of Bunge Outturning Grain at a standard equal to or exceeding the applicable Outturn Standard, but which fails to meet any export standards imposed by Department of Agriculture or standards imposed by an importing country.

(c) Without limiting clause 18, the Client indemnifies Bunge against all Losses Bunge incurs or sustains, and agrees that Bunge is not liable for Losses the Client incurs or sustains, as a direct or indirect result of Bunge Outturning Bulk Wheat at a standard equal to or exceeding the applicable Outturn Standard, but which fails to meet any export standards imposed by Department of Agriculture or standards imposed by an importing country, except to the extent such Loss is caused or contributed to by the gross negligence or wilful default of Bunge or its employees, contractors or agents.

(d) If, at the request of the Client, Bunge undertakes any classification testing at the time of Outturn which is over and above that normally conducted by Bunge to ensure Outturned Grain meets the minimum standard for the Binned Grade stored, Bunge may charge the Client for that classification testing.

7.4 Weighing

(a) The Client authorises Bunge to use batch weighers at the Port Terminal Facility to determine the Outturned tonnage of Grain.

(b) The Client is bound by the determinations made under clause 7.4(a), and the records of those determinations, in the absence of manifest error.

7.5 Quality

The Client authorises Bunge to use systems, equipment and any processes (including Composite Sampling) at the Port Terminal Facility to determine the outturn quality of Bulk Wheat.

The Client is bound by the determinations made under clause 7.5(a) and the records of those determinations (including maximum permissible errors) in the absence of manifest error. The Client agrees that it is not a manifest error if the relevant determination is within the maximum permissible error as permitted by law or through generally accepted industry practice.

7.6 Department of Agriculture sampling

(a) The Client acknowledges that Bunge will make Grain available for inspection by authorised officers of Department of Agriculture at the Client's cost prior to Outturning Grain onto a nominated Transportation Vehicle.

(b) The Client acknowledges that the Department of Agriculture may disallow the loading of some portion of the Client's Grain at a Port Terminal for reasons of non-conformance to Department of Agriculture export conditions as outlined in the *Export Control Act 2020* (Cth) (including detection of live insects, rodents and rattlepod). Bunge is not liable for any Loss incurred by the Client in relation to any failure to load any Grain in these circumstances.

7.7 Delays

The Client acknowledges and agrees that Bunge cannot guarantee that all of the Client's Bulk Wheat will be available for loading when the vessel berths or is ready to commence loading due to the potential occurrence of factors outside of Bunge's control including:

(a) a variation in vessel arrival times;

(b) failure of vessel to pass quarantine, stability and ship worthiness inspections;

(c) vessel congestion;

(d) variation in cargo requirements;

(e) lack of performance of freight providers; or

(f) the occurrence of a Force Majeure Event.

(g) Bunge will make reasonable efforts to advise the Client of likely delays.

7.8 Cleanliness

(a) The Client is responsible for ensuring that all of its nominated road Transportation Vehicles comply with the Bunge Road Vehicle Hygiene Requirements and arrive at a Port Terminal Facility in a clean, empty and well maintained state free from any contaminants or residue.

(b) Bunge has no obligation to inspect any Transportation Vehicle for cleanliness. However, if Bunge does inspect a Transportation Vehicle, then Bunge (acting reasonably) is entitled to reject the Transportation Vehicle as unfit for the transportation of Grain and to refuse to load or unload the Transportation Vehicle.

(c) Bunge is not liable for any Loss (including Indirect or Consequential Loss) caused as a result of a rejection of a Transportation Vehicle (whether by Bunge, Department of Agriculture or a marine surveyor).

(d) The Client agrees to pay Bunge for any costs incurred by Bunge as a result of the rejection of a Transportation Vehicle by Bunge, Department of Agriculture or a marine surveyor.

(e) Transportation Vehicles are not permitted to be cleaned at any Port Terminal Facility without Bunge's prior written consent. If a Transportation Vehicle fails inspection, Bunge may require that a Transportation Vehicle is removed from the Port Terminal Facility or berth and the Client must comply with that requirement.

7.9 Port Loading Protocols

(a) The Port Loading Protocols set out the requirements for:

(i) Bookings for, and contracting of, all Capacity at the Port Terminals; and

(ii) all Outturns of Grain.

(b) The Client agrees to comply with the Port Loading Protocols, and that the Port Loading Protocols form part of this Agreement.

(c) The Client:

(i) acknowledges that it has been provided with a copy of the Port Loading Protocols;

(ii) agrees that the Port Loading Protocols may be varied from time to time in accordance with their terms; and

(iii) acknowledges that the Port Loading Protocols as varied from time to time are available at Bunge's website.

(d) The Client and Bunge agree that in the case of any inconsistency between the terms of this Agreement and the Port Loading Protocols, the Port Loading Protocols will apply to the extent of the inconsistency.

7.10 Non-shipment

If Grain is not shipped from a Port Terminal Facility as detailed in an accepted Booking (and this is not due to any fault on the part of Bunge), the Client must pay:

(a) all costs incurred by Bunge to reposition Grain within the Port Terminal Facility or to remove the Grain from the Port Terminal Facility; and

(b) all vessel variation, cancellation, lost capacity and shipping re-positioning fees. Bunge will not refund any booking fees paid or payable in respect of the relevant Booking.

7.11 Transfers of title

(a) The Client may elect, by prior written (or electronic) notice to Bunge, to effect an In-Store Transfer of all or part of its Outturn Entitlement.

(b) Subject to this clause 7.10 the transferee under an In-Store Transfer will be entitled to an Outturn without any further reduction for Shrinkage.

(c) The transferor under an In-Store Transfer will remain responsible for payment of all fees and charges in respect of Port Terminal Services provided up until the effective date of transfer.

(d) Bunge may require In-Store Transfers to take place at an individual weighnote level, in order to allow calculations of the value of the Grain to be ascertained between the transferor and transferee.

(e) Bunge may refuse to process an In-Store Transfer if the In-Store Transfer results in the transferor's Outturn Entitlement going into a negative position at any particular Bunge Facility.

(f) For the purposes of accepting or rejecting an In-Store Transfer, Bunge is entitled to rely on orders or instructions:

(i) issued by email from the Client's domain address and purporting to have been sent by an authorised representative of the Client (or such authorised representatives as the Client may from time to time advise Bunge in writing); or

(ii) executed via the ezigrain™ website as accessed through entry of the Client's security setting.

(g) If Bunge has acted in accordance with this clause 7.10, the Client releases and holds Bunge harmless against any claim that a communication was not issued by the Client either at all or without authority and indemnifies Bunge against any Losses arising from such claims.

7.12 Security Interests

(a) If Bunge receives notice from a person claiming to hold a Security Interest over the Client's Grain, then provided that the person provides reasonable evidence to substantiate the existence of that Security Interest, Bunge is not required to Outturn that Grain until:

(i) the person holding the Security Interest has consented to that Outturn; or

(ii) Bunge receives a court order requiring it to Outturn that affected Grain.

(b) Bunge reserves the right to charge the Client all reasonable costs which it incurs associated with tracking and maintaining records related to Security Interests held (or claimed) over Grain.

(c) The Client will indemnify Bunge against all Losses (including without limitation legal costs) Bunge incurs or sustains as a result of a claim made against Bunge by any person holding a Security Interest over Grain held by Bunge on behalf of the Client relating to that Grain.

7.13 Non-grain commodities

(a) The Client acknowledges and accepts that Bunge may load non-grain commodities at its Port Terminals using the same ship loading facilities as it uses to provide Grain Ship Loading Services for Grain.

(b) Bunge will use reasonable endeavours to ensure that contamination of Grain does not occur.

7.14 Reconciliation and adjustment

(a) This clause 7.13 applies if, after the Outturn of all Grain of a Service Year from all Bunge Facilities, there is a difference between the Client's Outturn Entitlement and the tonnage actually Outturned to the Client.

(b) If the actual tonnage Outturned to the Client exceeds the Client's Outturn Entitlement, the Client must pay to Bunge the Excess Outturn Entitlement Amount within 15 days of receiving an invoice for that amount from Bunge.

(c) If the actual tonnage Outturned to the Client is less than the Client's Outturn Entitlement, Bunge may, at its discretion, either:

(i) replace the physical Grain shortfall in the Client's Outturn Entitlement; or

(ii) pay to the Client the Shortfall Outturn Entitlement Amount.

8 Charges and payment

8.1 Charges

(a) The charges and fees payable for the Port Terminal Services provided by Bunge under this Agreement are as set out in the relevant Pricing Document (**Charges**).

(b) The Client must pay all Charges to Bunge at the times specified in the Port Loading Protocols, the relevant Pricing Document and otherwise in accordance with this Agreement. The Client must pay all other amounts due and payable under this Agreement.

(c) Bunge may vary a Pricing Document (including the Charges set out in a Pricing Document) from time to time, provided that:

(i) any variation to a Pricing Document is published at least 20 Business Days prior to the date on which it is to become effective, in the same locations as Bunge ordinarily publishes the Pricing Document; and

(ii) Bunge may not vary:

(A) any Charges that have already been incurred and paid by the Client; or

(B) the LTC Booking Fee in respect of Long Term Capacity that the Client has already acquired under this Agreement.

8.2 No obligation to extend credit

Without limiting clause 8.8, if, in the provision of Port Terminal Services, Bunge considers that it will be exposed to a risk that the Client does not pay for any of those services when due and payable (**Credit Risk**), Bunge is not obliged to provide those services unless and until Bunge, acting reasonably, is satisfied either by obtaining Credit Support or by independent credit checks or otherwise that the Client is credit-worthy in respect of the credit risk.

8.3 Set-off

(a) The Client is not entitled to withhold payment of any disputed amount the subject of an invoice issued by Bunge or a Bunge Group Company, or to set off against the amount of an invoice any other claim that it has against Bunge or a Bunge Group Company.

(b) Bunge may in its discretion deduct from, set-off against and/or otherwise reduce or deem satisfied any obligation Bunge or a Bunge Group Company may have to the Client to the extent of any obligation that the Client may have to Bunge or a Bunge Group Company (whether present or future, certain or contingent, ascertained or sounding only in damages) on any account whatsoever.

8.4 Transfer of liability

If the Client purchases Grain which is already warehoused or is or has been stored, handled or treated by Bunge, and there are unbilled and/or unpaid fees and charges in respect of the Grain for any period or for anything done prior to the purchase, then the Client is liable for these fees and charges and must pay them to Bunge, unless otherwise agreed with Bunge.

8.5 GST

(a) In this clause 8.5:

(i) a term which has a defined meaning in the GST Act has the same meaning when used in this clause; and

(ii) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as though it is a separate supply.

(b) All fees and charges in the Agreement unless otherwise stated are expressed exclusive of GST.

(c) If GST is liable to be remitted by Bunge in respect of any taxable supply made to the Client under this Agreement, the Client must pay any such GST in addition to any other amounts payable, or any other consideration to be provided, under or in connection with this Agreement (**Additional Amount**) at the same time as the consideration, or the first part of the consideration, as the case may be, for the taxable supply is to be provided.

(d) Bunge will provide the Client with a tax invoice that complies with the GST Legislation.

(e) If an adjustment event occurs in relation to a taxable supply referred to in this clause 8.5, and the Additional Amount differs from the amount of GST for which Bunge is liable to remit:

(i) the Additional Amount must be adjusted to reflect the adjustment event;

(ii) Bunge or the Client (as the case may be) must make any payments necessary to reflect the adjustment; and

(iii) Bunge will issue an adjustment note that complies with the GST Legislation.

(f) Where the Client is required to indemnify Bunge, or is required to pay or reimburse the costs of Bunge, the Client agrees to pay the relevant amount less any input tax credits to which Bunge (or to which the representative member of the GST group of which Bunge is a member) is entitled.

(g) If an amount payable under this agreement is to be calculated by reference to:

(i) the price to be received for a taxable supply then, for the purposes of that calculation, the price is reduced to the extent that it includes any amount on account of GST; and

(ii) the price to be paid or provided for an acquisition then, for the purposes of that calculation, the price is reduced to the extent that an input tax credit is available for the acquisition.

8.6 Default in payment

(a) If the Client fails to make payment of an invoice in accordance with this clause 8, then:

(i) all existing invoices will become immediately due and payable; and

(ii) Bunge may, in its absolute discretion, suspend the provision of any or all Port Terminal Services until such time as all outstanding invoices have been paid;

(b) If the Client fails to make payment of a booking fee, then:

(i) Bunge reserves the right to remove all future Long Term Capacity for the term of your Standard Long Term Agreement; and

(ii) Bunge reserves the right to remove any Short Term Capacity for the relevant Year.

8.7 Interest on late payments

If a Client defaults in the payment of an invoice, then regardless of whether a demand for payment is made, the amount outstanding will bear simple interest at the rate of interest being 3% higher than the Commonwealth Bank's Corporate Overdraft Reference Rate from time to time, calculated on a daily basis from the due date to the date of actual payment in full.

8.8 Security

(a) The Client will, if required by Bunge, provide Credit Support in respect of its obligations under this Agreement.

(b) At all times during the Term, the Client must either:

(i) meet the Prudential Requirements and have sufficient financial and technical capability to comply with its obligations and meet its liabilities under this Agreement, which will be determined by Bunge, acting reasonably, having regard to the likelihood of such liabilities arising; or

(ii) provide and maintain acceptable Credit Support for an amount determined by Bunge (acting reasonably).

(c) Bunge may review the amount of the Credit Support referred to in clause 8.8(b)(ii) each Service Year to reflect any increase or decrease in the Long Term Capacity allocated to the Client for the remainder of the Term.

(d) If Bunge acting reasonably determines that a material adverse change has occurred:

(i) in respect of the Client which affects the Clients ability to comply with its financial and technical obligations and meet its liabilities under this Agreement; or

(ii) which results in an increase in one or more of the Charges or the amount of Charges payable by the Client under this Agreement,

then on written request from Bunge the Client must procure for the benefit of Bunge:

(iii) Credit Support, if Bunge does not already hold Credit Support; or

(iv) additional Credit Support, if Bunge already holds Credit Support,

for an amount determined by Bunge (acting reasonably).

(e) Any Credit Support required by Bunge must be established prior to Bunge receiving the next load of Grain from the Client, and in all cases, at least within 7 days after it has been requested by Bunge.

(f) If the Client defaults, Bunge may call up, draw on, use, appropriate and apply the whole or part of the Credit Support as may be necessary in the opinion of Bunge to compensate Bunge for Loss it suffers by reason of the Client's default, and:

(i) any use or appropriation of the Credit Support by Bunge does not operate to waive the default and does not affect Bunge's other rights; and

(ii) if the Credit Support or any part of it is used or appropriated by Bunge, the Client must within 7 days from receipt of a request by Bunge pay to or deposit with Bunge new or additional Credit Support in a form and for an amount as specified by Bunge.

(g) On expiry or termination of this Agreement and if the Client has complied with this Agreement and there is no outstanding Dispute, Bunge will refund, return or cancel the Credit Support less any sums drawn on, used or appropriated by Bunge and not reinstated by way of further security.

8.9 Genuine assessment of loss

(a) If a Charge is payable as a result of an act or omission of the Client or otherwise as a result of a failure by the Client to comply with its obligations under this Agreement or the Port Loading Protocols, the Client agrees that the relevant Charge is a genuine and realistic assessment of the actual or anticipated loss and damage that Bunge will or may suffer or incur as a result of the applicable act, omission or failure of the Client.

(b) If, for any reason, a Charge referred to in clause 8.9(a) above is held by a court of competent jurisdiction, arbitrator or it is otherwise determined under or in connection with this Agreement, to constitute a penalty or is otherwise unenforceable for any other reason, Bunge may claim for any loss suffered or incurred by Bunge in damages under law as a result of the applicable act, omission or failure of the Client.

8.10 Transferring Bookings

(a) A Client ("**Transferor**") may transfer a Booking to whom the transfer is made ("**Transferee**") provided the Transferor has paid any booking fee payable to Bunge in connection with the Booking, the subject of a Transfer Notice, and any other fees or charges which are at that time due or payable to Bunge in connection with that Booking.

(b) For the avoidance of doubt and in accordance with clause 8.10(a), the Transferor must pay the booking fee in full for Long Term Capacity in a particular Year by no later than 90 days prior to the commencement of the Slot.

9 Title to Grain

9.1 Bailment

Unless specifically agreed otherwise, Bunge acts as a bailee of the Client's Grain and does not have any title or ownership in that Grain.

9.2 Nomination by Bunge

Subject to clause 9.3, where the Client's Grain is Common Stocked, Bunge may nominate and identify any particular quantity of Grain within a site comprising the Common Stocked Grain as being the Client's Grain for the purposes of this Agreement, including, for the purposes of Outturn at the direction of the Client, sale by Bunge in exercise of its lien over the Grain, and the allocation of Accidental Loss or Damage between the Client and Other Clients.

9.3 Insolvency

(a) If Bunge suffers an Insolvency Event, the Client will be entitled, upon reasonable notice and subject to the provisions of this Agreement relating to Common Stock, to re-take possession of the Client's Grain from the site at which the Client's Grain is located.

(b) Nothing in this clause 9.3 will be taken as limiting the Client's rights to the Outturn of the Client's Grain in accordance with this Agreement.

10 Lien and Security Interest

10.1 Bunge's lien and Security Interest

The Client:

(a) acknowledges and agrees that Bunge will have a first and paramount lien on the Client's Grain for all monies due and payable to Bunge in connection with the provision of Port Terminal Services to the Client; and

(b) grants a Security Interest to Bunge over the Client's Grain and proceeds of sale of that Grain as security for the payment of all monies now or subsequently due and payable (on any account whatsoever) by the Client to any Bunge Group Company.

10.2 Common stock

Where the Client's Grain is Common Stocked with other Grain, Bunge may nominate and identify any particular quantity of Grain comprising the Common Stocked Grain as being the Client's Grain for the purposes of enforcing its lien or Security Interest.

10.3 Retention of possession

(a) Subject to any requirement of law, Bunge will be entitled, for the purpose of enforcing such lien or Security Interest, to:

(i) retain possession of the whole or any part of the Client's Grain until all amounts due and payable are paid; or

(ii) sell all or any of the Client's Grain in such manner as it thinks fit (after giving the Client at least 5 Business Days prior notice). The proceeds of any sale will be applied towards the satisfaction of the moneys due to Bunge or any other Bunge Group Company and the costs of effecting the sale, and the balance (if any) will be paid by Bunge to the Client.

(b) If Bunge sells all or any of the Client's Grain for the purpose of enforcing its lien or Security Interest, the Client irrevocably appoints Bunge as its agent and attorney for this purpose.

10.4 Enforcement against others

In enforcing a lien or Security Interest in respect of any Other Client's Grain, Bunge will ensure that its actions do not affect the right of the Client to receive the Outturn Entitlement under this Agreement.

11 Compliance with operational protocols

11.1 Obligations of Client

(a) The Client must comply at all times with all policies, procedures and induction requirements published by Bunge from time to time in respect of the operation, management and control of the Bunge Facilities, including those in relation to:

(i) health, safety and environment;

(ii) site rules;

(iii) labour ordering conditions for shipping;

(iv) operating conditions for Bunge's rail facilities;

(v) access and operating conditions for road movements at Bunge Facilities,

and must comply with all reasonable directions issued by Bunge.

(b) While on any premises owned or operated by Bunge, the Client must (and must ensure that its employees, agents and contractors) comply with all directions given by Bunge's representatives, and do not create or bring on site any hazard or contamination.

11.2 Publication

For the purpose of clause 11.1, Bunge may publish a policy, procedure or induction requirement, or any direction, by placing it on its website.

12 Information

12.1 Bunge's information

(a) Bunge will keep at its principal place of business proper, complete and up-to-date records, books of account and documents relating to transactions in the Client's Grain, and such books of account records and documents will be available for inspection by representatives of the Client at any reasonable time upon request in writing. Nothing in this clause 12.1(a) will be taken as requiring Bunge to disclose the identity, transactions or ownership interests of Other Clients.

(b) All information provided to the Client will be treated as conclusive evidence of the correctness of the details set out in that information unless:

(i) the Client notifies Bunge in writing within 14 days of receipt of that information that there exists a bona fide dispute concerning the correctness of that information; or

(ii) it is demonstrated at any time that there is a clear and manifest error in that information.

A notice served by the Client under clause 12.1(b)(i) above, must set out in detail the reasons why the Client believes the information is incorrect and the basis for holding that belief.

12.2 Client's information

(a) The Client must provide Bunge with all information that Bunge reasonably requires to properly record the receival of Grain from, or to the account of, the Client, including information relating to:

(i) origin, quality, quantity, weight, type and variety; and

(ii) anticipated time and place of delivery.

(b) If required by Bunge, the Client must provide the information in writing and in the form (if any) required by Bunge.

13 Bunge's Liability

13.1 Acknowledgement

The Client acknowledges that the only warranties provided by Bunge under or in respect of this Agreement are those expressly set out in this Agreement. To the maximum extent permitted by law, all other warranties or conditions implied by custom, general law or statute are excluded.

13.2 Non-excludable warranties

To the maximum extent permitted by law, Bunge's liability for breach of implied warranties or conditions not permitted at law to be excluded, will be limited to the cost of re-supplying the relevant service.

13.3 Limitations on Bunge's liability

Notwithstanding any other provision of this Agreement, the liability of Bunge under or in connection with this Agreement, including its obligation to Outturn the Client's Grain, is limited by the following provisions of this clause:

(a) Bunge is only liable for damage, destruction or contamination of the Client's Grain if that damage, destruction or contamination is caused by the gross negligence or wilful default of Bunge or its employees, contractors or agents;

(b) the liability of Bunge to the Client for any Loss including damage, destruction or contamination of Grain (for whatever reason), will not exceed the sum of $250,000 in each Service Year;

(c) Bunge is not liable for Accidental Loss or Damage to the Client's Grain;

(d) Bunge will not be liable for any of the following:

(i) claims for Indirect or Consequential Loss;

(ii) defects that:

(A) are required to be examined by the responsible authority under the provisions of the *Export Control Act 1982 (Cth);* or

(B) the Client has taken responsibility for testing prior to shipment,

and are not discovered until after the departure of the ship;

(iii) claims for port or other charges relating to or in connection with the Port Terminal Services including vessel, stevedoring, Department of Agriculture or other government agency fees or charges or other claims for demurrage or loss suffered as a result of delays in providing the Port Terminal Services;

(iv) claims relating to or in connection with any difference or discrepancy between the Receival (Classification) Standards, Outturn Standards and any other harvest quality information, data or statistics published by Bunge from time to time and the provision of, or the purported reliance upon, or use of, that other information, data or statistics by the Client;

(v) quality or quantity claims in respect of a shipment by rail, road or sea arising upon outturn at a Transportation Vehicle's destination, if the claims are inconsistent with the records of quantity and quality at the load port and there is no conclusive evidence that such load port records are incorrect or unreliable;

(vi) failure by Bunge to detect toxic residues, other chemical residues, genetically modified Grain or any other contamination, the tests for detection of which are not in general use by Bunge or have been advised by Bunge to be unreliable relative to the required tolerances; or

(vii) except to the extent caused or contributed to by the gross negligence or wilful default of Bunge or its employees, contractors or agents:

(A) quality claims arising in respect of Grain transferred into Bunge's storage system from another storage system; or

(B) downgrading claims in respect of Grain blended by Bunge at the request of the Client, provided the quality meets the Outturn Standards of the lowest value grade represented in the blend.

The Client unconditionally and irrevocably releases Bunge from all liability of whatsoever nature in respect of the matters set out in clauses 13.3(a) to 13.3(d) (inclusive).

13.4 Third party claims

The Client agrees to indemnify Bunge on demand against any Loss that Bunge incurs in respect of any claim by a third party in respect of the performance or non-performance of any of the Port Terminal Services or otherwise in connection with this Agreement or any Port Terminal Facility except to the extent that claim results from the gross negligence or wilful default of Bunge.

13.5 Multiple caps on liability

If Bunge is liable to the Client in relation to an event or a series of events in respect of which Bunge's liability is capped:

(a) under this Agreement; and

(b) under one or more other agreements made between Bunge and the Client,

then Bunge's liability in aggregate under all of the agreements described in paragraphs (a) and (b) above (**Capped Agreements**) is capped at the greatest amount at which liability is capped under any one of the Capped Agreements.

13.6 Mitigation

(a) Bunge may, in its discretion, mitigate or satisfy any liability it may have to the Client in respect of downgraded Grain (i.e. Grain that does meet the Outturn Standard required under this Agreement) by whatever means Bunge considers appropriate, including:

(i) blending (at Bunge's expense) a sufficient quantity of other Grain so as to upgrade the Client's Grain to meet the Outturn Standard; and/or

(ii) substituting (at Bunge's expense) other Grain of the same quality and quantity; and/or

(iii) retaining the downgraded Grain and providing for the claim as part of the Outturn adjustment under clause 7.13.

(b) Nothing in this clause 13.6 in anyway restricts or limits the general obligation at law of the Client to mitigate any Loss which it may incur in consequence of any breach by Bunge of the terms of this Agreement.

14 Insurance and Risk

14.1 Risk

The risk of Accidental Loss or Damage to the Client's Grain will, at all times, be borne by the Client.

14.2 Maintenance of insurance

The Client must during the Term maintain an insurance policy covering the common insurable risks of Accidental Loss or Damage to Grain at a Port Terminal.

15 Force Majeure

15.1 Definition

For the purpose of this Agreement, a "**Force Majeure Event**" affecting a Party means:

(a) any breakdown, accidental or malicious damage or destruction of any of Bunge's Port Terminal Facilities or other Bunge Facilities; or

(b) anything outside that Party's reasonable control, including the following events or circumstances (provided they are beyond the Party's reasonable control):

(i) accident, fire, adverse weather conditions, flood, tidal conditions, earthquake, explosion, or like natural disasters, blockages of ports, civil commotion, outbreak of hostilities, terrorist act, declaration of war, war, invasion, rebellion, epidemic, or declarations of a state of emergency;

(ii) strikes, stopworks, lockouts, boycotts or any other form of industrial dispute or labour shortage;

(iii) material shortages, utility failures, adverse effects of weather or weather related events;

(iv) failure, disruption or delay in transportation;

(v) executive or administrative order or act of either general or particular application of any Government or any official purporting to act under the authority of that Government, prohibitions or restrictions by domestic or foreign laws, regulations or policies, quarantine or custom restrictions or prohibitions on export; or

(vi) acts or omissions of any third party (including, without limitation, Governments, Government agencies, subcontractors or customers).

15.2 Suspension of obligations

If a Party is wholly or partially precluded from complying with its obligations under this Agreement by a Force Majeure Event (in this clause 15 called the **Affected Party**), then:

(a) subject to clause 15.7, the Affected Party's obligations to perform in accordance with the terms of this Agreement will be suspended for the duration of the Force Majeure Event but only so far and for so long as it is affected by the Force Majeure Event;

(b) the Affected Party will not be responsible for any Loss suffered or incurred by any other Party as a result of, and to the extent that, the Affected Party is unable to perform or is delayed in performing its obligations because of the Force Majeure Event; and

(c) each Party must use all reasonable endeavours to resolve, and minimise the impact of, the Force Majeure Event.

15.3 Allocation of Capacity following Force Majeure Event

(a) If, as a result of a Force Majeure Event, Bunge identifies that there is likely to be a shortfall in the capacity that is physically available to meet the Capacity entitlements held by clients, then Bunge will take reasonable efforts to make Capacity not affected by the Force Majeure Events available to clients who are affected by the shortfall in accordance with the following principles:

(i) to the extent practicable, Capacity not affected by the Force Majeure Event will not be reduced and clients should continue to use their unaffected Capacity entitlements; and

(ii) subject to complying with the Port Loading Protocols (including changes made in accordance with clause 14.1(d) of the Port Loading Protocols), Bunge will use reasonable endeavours to make any unallocated Capacity (which is not affected by the Force Majeure Event) available for allocation to clients whose Capacity entitlements are affected by the shortfall at Bunge's discretion. In exercising its discretion, Bunge will take into account:

(A) its contractual obligations to all users of its Port Terminal Services;

(B) its non-discrimination obligations under the Code; and

(C) the objective of ensuring the efficient utilisation of the relevant Port Terminal.

(b) Any allocation made by Bunge under clause 15.3(a) does not affect the operation of clause 15.2.

(c) The Client acknowledges that Bunge may unilaterally amend the Port Loading Protocols on a temporary basis during any period of Force Majeure in accordance with clause 14.1(d) of the Port Loading Protocols.

15.4 Notice

As soon as possible after an Affected Party becomes aware of the occurrence of a Force Majeure Event, the Affected Party must notify the other Party of:

(a) the nature of the Force Majeure Event;

(b) which obligations the Affected Party believes it is wholly or partially precluded from complying with as a result of the Force Majeure Event (in this clause 15 called the **Affected Obligations**); and

(c) the extent to which the Force Majeure Event precludes the Affected Party from performing the Affected Obligations.

15.5 Minimisation of impact

Upon receiving a notice under clause 15.4 the Parties will meet to discuss and agree:

(a) what action can be taken to minimise the effect of the Force Majeure Event on the performance by the Affected Party of the Affected Obligation;

(b) whether the Affected Party is able to work around the Force Majeure Event either to prevent the delay in the performance of the Affected Obligations or to minimise the impact of that delay; and

(c) what modifications or additions to the terms of this Agreement or any other agreements between the Parties (including without limitation any modifications or additions relating to the appointment of any additional costs) are required to give effect to any proposal to minimise the effect of the Force Majeure Event.

15.6 Obligation to mitigate

The Affected Party must:

(a) keep the other Party fully informed of its plans to minimise the effect of the Force Majeure Event, including:

(i) the expected duration of the delay arising as a result of the Force Majeure Event;

(ii) the steps that are being taken to minimise the impact of the Force Majeure Event; and

(iii) the steps which would be taken (subject to the Parties reaching an agreement as to the payment of any additional costs involved) to minimise the impact of the Force Majeure Event; and

(b) subject to reaching agreement concerning any modifications or additions required to give effect to any proposal to minimise the effect of the Force Majeure Event:

(i) comply with all reasonable requests made by the other Party relating to the prevention or minimisation of the impact of the Force Majeure Event; and

(ii) use all reasonable endeavours to resolve, and minimise the impact of, the Force Majeure Event.

15.7 Payments

An obligation to pay money is never excused by a Force Majeure Event.

15.8 Labour Disputes

The requirement to use all reasonable endeavours to resolve or minimise the impact of the Force Majeure Event will not require either Party to settle any strike, lockout, boycott or other dispute or claim, or any demand by a third party, on the terms contrary to the wishes of that Party.

16 Dispute Resolution

16.1 Disputes

(a) Subject to clause 16.1(b), any Dispute under this Agreement will, unless otherwise expressly agreed to the contrary by both Parties, be resolved in accordance with this clause 16 and either Party may give to the other

Party to the Dispute notice in writing (**Dispute Notice**) specifying the Dispute and requiring it to be dealt with in the manner set out in this clause 16. Bunge and the Client must act in good faith to seek to resolve any Dispute in accordance with this clause 16.

(b) This clause 16 does not apply to any dispute under the Port Loading Protocols. Any dispute arising under the Port Loading Protocols is to be dealt with in accordance with the provisions of the Port Loading Protocols.

16.2 Negotiation

Within 5 Business Days of a Party giving the other a Dispute Notice, senior representatives from each Party will meet and use reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.

16.3 Referral to mediation

If, within 20 Business Days of the Dispute Notice being given, the senior representatives fail to resolve the Dispute by joint discussions, then, a Party may, by notice in writing to the other (**Mediation Notice**), refer a Dispute to mediation in accordance with this clause 16.3. The Mediation Notice must specify:

(a) the nature of the Dispute;

(b) the matters in respect of which the Party is seeking mediation; and

(c) the contact details of the person issuing the Dispute Notice.

16.4 Appointment of mediator

(a) The Parties must use their best endeavours to agree on a mediator within 7 Business Days of the recipient receiving a Mediation Notice.

(b) If the Parties fail to agree a mediator within 7 Business Days, or such longer period as may be agreed by the Parties, then either Party may request the President of The Institute of Arbitrators & Mediators Australia to appoint a mediator.

16.5 Mediation

Any mediation will be conducted in Adelaide in accordance with the Code.

16.6 Status quo

During any Dispute resolution process, the pre-dispute status quo will continue. Accordingly:

(a) each Party will comply with its obligations, and may exercise its rights under this Agreement; and

(b) the fact that a Party ceases to do anything following the start of a Dispute will not be taken to be an admission by that Party that it had breached, or had been in breach of, this Agreement.

17 Suspension and termination

17.1 Right to suspend and terminate

This Agreement may be:

(a) suspended by Bunge immediately by giving written notice in that regard to the Client in accordance with clause 17.2 (**Suspension Notice**); and

(b) terminated immediately by either Party giving written notice in that regard in accordance with this clause 17 (**Termination Notice**).

17.2 Suspension by Bunge

(a) Bunge may suspend this Agreement immediately upon giving a Suspension Notice to the Client if:

(i) the Client fails to pay any amount that is due and payable under this Agreement and does not rectify that default within 2 Business Days;

(ii) the Client commits a serious or persistent breach or breaches of any terms of this Agreement which are not remedied within 5 Business Days of receiving notice of the relevant breach or breaches from Bunge;

(iii) the Client fails to provide Credit Support in accordance with a request by Bunge under this Agreement and does not provide the Credit Support within 2 Business Days; or

(iv) the Client fails to follow a direction of Bunge made reasonably and lawfully and a material adverse consequence arises, or is likely to arise, from the failure to follow that direction.

(b) If Bunge elects to suspend this Agreement under clause 17.2(a), the Client is still obliged to pay the applicable Charges during the period of suspension.

17.3 Termination by Bunge

Bunge may terminate this Agreement immediately upon giving a Termination Notice to the Client if:

(a) an Insolvency Event occurs in respect of the Client; or

(b) the Client does not rectify the default the subject of a Suspension Notice issued under clause 17.2, within the time specified by Bunge (acting reasonably) in the Suspension Notice.

17.4 Termination by the Client

The Client may terminate this Agreement immediately upon giving a Termination Notice to Bunge, if:

(a) an Insolvency Event occurs in respect of Bunge; or

(b) Bunge commits a serious or persistent breach or breaches of any terms of this Agreement which are not remedied within 60 days of Bunge receiving notice of the relevant breach or breaches from the Client.

17.5 Effect of termination

(a) Upon termination of this Agreement (and without limiting clause 17.6):

(i) all rights of the Client to use the Port Terminal Facilities will cease immediately; and

(ii) Bunge is entitled to payment of all amounts payable under this Agreement attributable to the period up to and including the date of termination and may retain all pre-paid booking fees.

(b) Where a Termination Notice is given to Bunge by the Client, the Termination Notice will not take effect unless and until the Client has:

(i) Outturned all Grain stored by Bunge on behalf of the Client under this Agreement; and

(ii) paid all moneys payable by the Client to Bunge under this Agreement.

(c) Where a Termination Notice is given by Bunge to the Client and, as at the date the Termination Notice is to take effect, the Client has not Outturned all Grain stored by Bunge on behalf of the Client under this Agreement, then Bunge will be entitled to exercise the rights conferred on it by clause 10 of this Agreement.

17.6 No prejudice

Termination of this Agreement under this clause 17 is without prejudice to the rights of either Party that have accrued prior to the date of termination.

18 Indemnity

18.1 By Client

The Client will indemnify Bunge and keep it indemnified from and against all actions, claims, demands, proceedings and Losses suffered or incurred by Bunge arising directly or indirectly out of or in relation to:

(a) any breach, non-observance or non-performance by the Client of any of its obligations under this Agreement;

(b) any claim by a third party relating to the Client's Grain;

(c) any claim by a third party relating to the operation of the Purchase Options or the involvement of Bunge in relation to the Purchase Options, including claims arising out of the failure of the Client to provide information or the inaccuracy of information supplied by the Client in relation to the Purchase Options; or

(d) any claim in relation to the admixture of the Client's Grain with small quantities of any other commodity loaded by Bunge at any one of its Port Terminals (or associated substance). The Client acknowledges that the potential admixture of Grain with small quantities of other commodities and substances is a risk inherent in using Port Terminals which are also used to load non-grain commodities.

This clause 18.1 does not limit any other indemnity given by the Client to Bunge under this Agreement.

19 Notices

19.1 How to give a notice

A notice, consent or other communication under this Agreement is only effective if it is:

(a) in writing, signed by or on behalf of the Party giving it;

(b) addressed to the Party to whom it is to be given;

(c) expressly stated to be a notice made in accordance with this clause 19; and

(d) either:

(i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that Party's address;

(ii) by email addressed to the person for the time being occupying the position with the receiving Party specified in clause 19.3.

19.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

(a) if it is sent by mail, on the third Business Day after posting;

(b) if it is delivered or sent by fax:

(i) by 5.00 pm (local time in the place of receipt) on a Business Day, on that day; or

(ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day, on the next Business Day; and

(c) if it is sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

19.3 Address for notices

A Party's address and fax number are those set out in the Details to this Agreement, or as amended at any time by notice given in accordance with this clause 19.

20 Confidentiality

20.1 Treatment of Confidential Information

(a) Subject to clause 20.1(b), if a Party provides Confidential Information to another Party either:

(i) during the course of negotiations in relation to this Agreement; or

(ii) for the purpose of resolving any Dispute,

the recipient of that Confidential Information will treat that Confidential Information as confidential, the property of the provider of that information, and will use that information solely for the purpose of negotiating this Agreement or resolving any Dispute in accordance with this Agreement.

(b) A Party is permitted to disclose Confidential Information:

(i) to the extent necessary for the provision of advice from legal advisers, financiers, accountants or other consultants or professional advisers, provided they are under a legal obligation not to disclose the Confidential Information to any third party;

(ii) to any mediator appointed in accordance with clause 16 of this Agreement for the purposes of that mediation;

(iii) to the ACCC to the extent necessary for a Party to comply with any written request by the ACCC (subject to the ACCC's standard confidentiality protocols and procedures); or

(iv) if and to the extent required by law, provided that it first consults with the Party that provided the Confidential Information in relation to the manner and timing of that disclosure.

20.2 Dispute resolution

(a) If Confidential Information is provided to a mediator for the purpose of assisting in the resolution of any Dispute in accordance with clause 16, the mediator must (and the terms of appointment of the mediator must require them to) take all reasonable steps to protect the confidentiality of information that any Party to the Dispute has identified as confidential or commercially sensitive.

(b) For the purposes of this clause 20.2, any mediator appointed in accordance with clause 16 may require the Parties to a Dispute to comply with rules and orders aimed at protecting the confidentiality of information provided by the Parties, including:

(i) requiring each Party and their advisers to give confidentiality undertakings to each other Party; and

(ii) limiting access to Confidential Information to specified individuals subject to confidentiality undertakings provided by those individuals.

(c) Any mediator appointed in accordance with clause 16 may make confidential and non-confidential versions of its determination and limit access to the confidential versions to specific individuals.

21 No endorsement

21.1 Prohibition

The Client must not, without Bunge's prior written consent:

(a) make any reference, comment or statement either written or oral, that could be construed as an endorsement by Bunge of the Client or of the Client's products or services; or

(b) refer to Bunge or the services provided by Bunge to the Client in any publication, promotional or advertising material.

21.2 Acknowledgements

The Client acknowledges that:

(a) Bunge will treat the obligation of the Client under clause 21.1 as a serious undertaking; and

(b) it is aware that any breach of this serious undertaking may result in Bunge suffering damage and Loss.

22 No assignment

The Client may not assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Agreement without Bunge's prior written consent which, if given, may be given on such conditions as Bunge considers appropriate.

23 Waiver

23.1 No impact

The failure by either Party at any time to exercise or enforce any of its powers, remedies or rights under this Agreement will not constitute a waiver of those powers, remedies or rights or affect that Party's rights to exercise or enforce those powers, remedies or rights at any time.

23.2 Further exercise

Any single or partial exercise of any power, remedy or right does not preclude any other or further exercise or partial exercise of any other power, remedy or right under this Agreement.

24 No Partnership

24.1 Relationship

This Agreement does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the Parties.

24.2 Approvals and consents

By giving its approval or consent a Party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

24.3 No liability

No Party is liable for an act or omission of another Party, except to the extent set out in this Agreement.

25 Governing Law and Jurisdiction

25.1 Governing law

This Agreement and the rights and liabilities of the Parties under this Agreement will be governed by the law of South Australia.

25.2 Jurisdiction

The courts of South Australia will possess territorial jurisdiction to hear and determine any cause of action arising under this Agreement.

26 Sub-Contracting

Bunge may in its sole and absolute discretion:

(a) sub-contract the provision of the whole or any part of the Port Terminal Services; or

(b) otherwise engage any person to undertake the provision of any part of the Port Terminal Services on Bunge's behalf,

without notice to the Client.

27 Severance

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

28 PPS law

(a) On delivery of Grain to Bunge, the Client acknowledges and agrees that Bunge has control of the Client's Grain for the purposes of the PPSA and for the exercise of Bunge's rights under clause 10.

(b) The Client agrees, at its cost in all things, to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Bunge asks and considers required for the purposes of:

(i) ensuring that the Security Interest is enforceable, perfected and otherwise effective;

(ii) enabling Bunge to apply for any registration, complete any financing statement or give any notification, in connection with the Security Interest so that Bunge has the priority it requires; or

(iii) enabling Bunge to exercise rights in connection with the Security Interest.

(c) The Client agrees to pay or reimburse Bunge's reasonable costs in connection with anything done by Bunge in connection with the registration of any Security Interest created under this Agreement and the enforcement of any such Security Interest or of any lien over the Client's Grain.

(d) Bunge need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and the requirement to give it cannot be excluded.

(e) Bunge and the Client agree that the Parties are not required to disclose any information of the kind referred to in section 275(1) of the PPSA.

(f) If there is any inconsistency between Bunge's rights under this clause 28 and its rights under Chapter 4 of the PPSA, this clause prevails.

(g) Terms used in this clause 28 have the same meaning as in the PPSA.

29 Compliance & Sanctions

29.1 Compliance

Each Party warrants, represents and undertakes to the other that it will comply with all applicable Sanctions Law, export control laws, anti-corruption laws and anti-money laundering laws.

29.2 Sanctions

(a) Each Party represents, warrants and undertakes that:

(i) neither it nor any of its Australian subsidiaries, senior executives or officers, or to the knowledge of that party, any Australian person on whose behalf that party is acting in connection with this Agreement, or any Australian entity with 50% or more ownership or control of any of the aforementioned, is a Sanctioned Entity;

(ii) no Australian entity or entities which is a Sanctioned Entity has any beneficial or other property interest in this Agreement nor will have any participation in or derive any other financial or economic benefit from this Agreement in violation of any Sanctions Law; and

(iii) it will not use, or make available, the funds, goods and/or services relating to this Agreement to fund or facilitate any activities or business or, with or related to any Sanctioned Country or Australian entity or entities which is a Sanctioned Entity, or in any manner which would result in a breach of one or more Sanctions Law, export control laws, anti-corruption laws or anti-money laundering laws.

(b) If either Party (the **Non-Defaulting Party** in this clause) is of the reasonable opinion that the other Party (the **Defaulting Party** in this clause) has breached this clause 29.2, the Non-Defaulting Party may (without incurring any liability of any nature to the Defaulting Party whatsoever) terminate or suspend all or any part of this Agreement where the Defaulting Party has failed to remedy any breach within 60 days after receiving written notice from the Non-Defaulting Party to do so.

(c) The Defaulting Party shall be liable for any direct costs, liabilities and expenses whatsoever incurred by the Non-Defaulting Party due to the Non-Defaulting Party's exercise of its rights under this clause 29. Any exercise by the Non-Defaulting Party of its rights under this clause 29 shall be without prejudice to any other rights or remedies of the Non-Defaulting Party under this Agreement, following which, the Non-Defaulting Party may take any action it deems necessary in order for the Non-Defaulting Party to comply with applicable Sanctions Law, export control laws, anti-corruption laws or anti-money laundering laws.

29.3 Modern Slavery

(a) Each Party must not permit any acts of Modern Slavery in its operations or supply chain.

(b) Each Party warrants to the other Party that:

(i) it is not aware of the existence of Modern Slavery in its own operations or its supply chain;

(ii) it has in place appropriate policies and procedures to assess and address risks of Modern Slavery in its operations and supply chain; and

(iii) it has not previously been investigated in relation to or received complaints about Modern Slavery in its operations or supply chain.

(c) Each Party must notify the other Party immediately if it becomes aware of or has reason to suspect the existence of Modern Slavery in its operations or supply chain.

(d) Without limiting any of the other provisions in this Agreement, the Client must comply with Bunge's policies in place from time to time relating to Modern Slavery and human rights as directed by Bunge.

(e) Each Party must take reasonable steps to ensure that its suppliers comply with their respective policies associated with Modern Slavery.

(f) Without limiting each Party's other rights of termination under this Agreement, either Party may terminate this Agreement immediately by providing notice in writing to the other Party if it has reason to believe that Modern Slavery is occurring or has previously occurred in the other Party's operations or supply chain.

29.4 Collusive or anti-competitive conduct and compliance with anti-bribery and anti-money laundering Laws

The Client represents and warrants that:

(a) it has not engaged in any conduct (including entering into a contract, arrangement or understanding) that is collusive, unlawful or otherwise restricted or prohibited under any applicable competition law in connection with its tender for, or entry into, this Agreement; and

(b) it has and will continue to comply with all applicable laws and requirements relating to anti-corruption, anti-bribery and anti-money laundering.

29.5 Bunge Supplier Code of Conduct

(a) The Client hereby acknowledges that it has read the Bunge Supplier Code of Conduct (available at https://www.bunge.com/We-are-Bunge/Supplier-Code-of-Conduct which may be updated from time to time) (**Bunge Supplier Code of Conduct**) and understands its obligations thereunder.

(b) Bunge acknowledges and agrees that if there are any amendments to the Bunge Supplier Code of Conduct, then:

(i) it must notify the Client immediately in writing;

(ii) if the Client reasonably determines that compliance with the amended Bunge Supplier Code of Conduct:

(A) is not reasonably practicable; or

(B) would result in increased costs for the Client in complying with the Agreement, then the Client may, by written notice to Bunge, require that the Parties must, within 7 Business Days of that notice, meet and negotiate in good faith amendments to the Agreement to ensure that:

(C) the Client is not worse off because of the amended Bunge Supplier Code of Conduct; and

(D) the Client is otherwise able to comply with the amended Bunge Supplier Code of Conduct; and

(iii) if the Parties are unable to agree on the necessary amendments within 7 Business Days after the date of the Client's notice described in this clause 29.5(b), the Client may terminate the Agreement by providing 7 days' written notice to Bunge.

30 Severance

Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

31 General

31.1 Entire agreement

This Agreement constitutes the entire Agreement between the Parties.

31.2 Counterparts

This Agreement may be signed in any number of separate counterparts, which taken together will comprise one instrument.

31.3 No representations

Each Party warrants and covenants to the other that there are no written or oral statements, representations, undertakings, covenants or agreements between the Parties, express or implied, except as provided for in this Agreement.

31.4 Exercising rights

(a) Bunge may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this Agreement expressly states otherwise.

(b) Whenever the Client is required to form an opinion, give approval, exercise a discretion or perform any act under this Agreement, it must be done reasonably in the circumstances and based on reasonable grounds, and not capriciously, or arbitrarily refused or unduly delayed.

(c) In making any decision pursuant to this Agreement, Bunge will have regard to the efficient running of the relevant Port Terminal Facility, the balancing of the interests of all users of that Port Terminal Facility, and the efficient operation of the South Australian Grain export supply chain.

(d) A Party is not liable for any Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

31.5 Variations

(a) Subject to clause 30.5(b), this Agreement may only be amended or varied by agreement in writing signed by both Parties.

(b) Bunge may vary this Agreement by providing the Client with not less than 20 Business Days' notice if any Regulatory Change Event occurs so that:

(i) if the Regulatory Change Event involves a variation to or replacement of the Code, Bunge can comply with, implement or ensure consistency with the Code (as varied or replaced); and

(ii) in any case, Bunge is not financially, commercially or operationally disadvantaged as a result of the Regulatory Change Event occurring.

(c) Clauses 30.5(a) and 30.5(b) do not in any way limit the operation of clause 14 of the Port Loading Protocols and, for the purpose of clause 14 of the Port Loading Protocols, if the Code is repealed (and not replaced), Bunge will be taken to be an "exempt service provider" in respect of each of its Port Terminal Facilities.

31.6 Guidelines

Notwithstanding that Bunge may from time to time produce operational guidelines to assist clients, nothing in those guidelines will be deemed to impliedly or expressly amend anything in this Agreement and if there is any inconsistency between any guidelines and a term of this Agreement, the terms of this Agreement will prevail.

EXECUTED as an agreement.

Schedule 1 – Long Term Capacity Port Terminal Services

1 **Client's Long Term Capacity Allocation**

[*insert*]

Signing page

DATED:_________________

SIGNED for and on behalf of **BUNGE OPERATIONS PTY LTD** by its authorised representative in the presence of:	))))))	
.... Witness	)))	.... Authorised Representative
.... Name of witness (block letters)	)))	.... Name of authorised representative(block letters)

EXECUTED by **#COMPANY NAME#** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:	))))))	
.... Signature of director	))))	.... Signature of director/company secretary* *delete whichever is not applicable
.... Name of director (block letters)	))	.... Name of director/company secretary* (block letters) *delete whichever is not applicable