Port Loading Protocols

Effective 14 October 2025

Port Loading Protocols

Overview

These Port Loading Protocols ("**Protocols**") provide information in relation to the pathway for the export of Grain commodities from the Port Terminals and set out the processes and procedures that Bunge will apply to allocate and contract Capacity, and to order and manage vessels for loading.

These Protocols are structured as follows:

- **Part A: Definitions and Interpretation -** sets out the definitions and rules of interpretation relevant to these Protocols.
- **Part B**: **Allocation of Long Term Capacity – Long Term Agreements -** details how Clients may apply for Long Term Capacity under Long Term Agreements and how Bunge will allocate Long Term Capacity to Clients.
- **Part C: Allocation of Short Term Capacity – First-in-first-served -** details how Clients may apply for, and how Bunge will allocate, Short Term Capacity.
- **Part D: Dealings with Bookings** - outlines the procedures and conditions for the movement, transfer and surrender of Bookings.
- **Part E: Operational matters -** explains how Bunge will organise Slots and the Terminal Services Priority for vessel movements. Part E also sets out the operational requirements that Clients must meet with respect to each Booking, including notice periods and stock entitlement.
- **Part F: Dispute resolution, variation of Protocols and other administrative arrangements -** sets out the procedure for resolving disputes under these Protocols, the process for varying these Protocols, and various other administrative provisions.
- **Attachments 1 to 3 -** Attachment 1 sets out the Operational Requirements for each Booking. Attachment 2 sets out the Transfer Form required as part of the transfer procedure described in Part D. Attachment 3 sets out the provisions relating to the appointment and functions of the Auditor.

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PART A: Definitions and Interpretation

1 Definitions

ACCC means the Australian Competition and Consumer Commission.

Additional Long Term Capacity means new Capacity that becomes available for booking by Clients, but excludes:

(a) Initial Long Term Capacity;

(b) Short Term Capacity; and

(c) Additional Short Term Capacity.

Additional Short Term Capacity means Capacity that becomes available for booking in respect of a Year after the Shipping Stem is opened for bookings in respect of that Year.

Allocation Period means each Year.

Associated Entity has the meaning given in the Corporations Act and includes any person acting as an agent of the relevant Client.

Auditor means the independent auditor appointed at the direction of the ACCC in accordance with clause 12.3.

Booking means an allocation of Capacity contracted under a Long Term Agreement or a Short Term Capacity Services Agreement, in each case in accordance with these Protocols.

Booking Form means the electronic form of that name published by Bunge from time-to-time for booking applications through its online booking system.

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

Bunge means Bunge Operations Pty Ltd (ABN 88 007 556 256) and includes Associated Entities, Related Bodies Corporate and where applicable, their successors and permitted assigns.

Bunge Website means Bunge's website.

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

Capacity means the capacity that is made available by Bunge to exporters to enable the export of Bulk Wheat, barley and other Grain commodities through a Port Terminal Facility, measured in tonnes.

Capacity Allocation System has the meaning given in the Code.

Client means a person that uses, or wishes to use, the services provided by means of the Port Terminal Facilities on the terms of a Service 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* (Cth).

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

Credit Support means either:

(a) a guarantee given by a Related Body Corporate of the Client that is acceptable to Bunge (acting reasonably); or

(b) an unconditional and irrevocable bank guarantee, letter of credit, performance or insurance bond issued by a bank holding an Australian banking licence or such other reputable person or institution accepted by Bunge and which is in a form reasonably satisfactory to Bunge.

Dispute Notice has the meaning given in clause 12.1(a).

DA means the Commonwealth Department of Agriculture, Water and Environment.

Estimated Load Date has the meaning given in clause 7.3(f).

ETA means estimated time of arrival.

Export Standard means Bunge's standard export offering under which Clients have the option to arrange their own transport of commodity to port and site accumulation.

Fixed Priority Date has the meaning given in clause 7.3(d)(i).

Flinders Ports SA Port Rules means the port operating rules contained at http://www.flindersports.com.au.

Force Majeure affecting a person means:

(a) breakdown (regardless of cause), accidental or malicious damage or destruction of any of the Bunge Port Terminal Facilities or other facilities; or

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

Grace Period has the meaning given in clause 9.4(a).

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

Initial Application Date means the date specified by Bunge as the last date for submission by Clients of their application for Initial Long Term Capacity in respect of Slots occurring during an Allocation Period.

Initial Application Period means the time period specified by Bunge for provision by Clients of their application for Initial Long Term Capacity in respect of Slots occurring during an Allocation Period.

Initial Application Process means the process in respect of an Allocation Period for allocating Initial Long Term Capacity to Clients who applied for Initial Long Term Capacity on or before the Initial Application Date for that Allocation Period.

Initial Long Term Capacity means Long Term Capacity made available to be contracted under Long Term Agreements during the Initial Application Period.

Initial Nomination Cap means:

(a) in respect of Outer Harbor and Port Lincoln Port Terminals, 40% of the Initial Long Term Capacity that is available at those Port Terminals in the 6 month period commencing 1 January and ending 30 June each Year; and

(b) in respect of all other Port Terminals, 50% of the Initial Long Term Capacity available at the relevant Port Terminal in that Quarter.

Long Term Agreement means an agreement entered into between Bunge and a Client for Long Term Capacity during a particular Allocation Period that must not expire after the end of that Allocation Period and, to avoid doubt, may also include terms and conditions governing Short Term Capacity allocated in accordance with these Protocols.

Long Term Capacity means Capacity made available by Bunge to contract under Long Term Agreements in accordance with these Protocols for the shipment of Bulk Wheat and other Grains at any time during any Allocation Period, and includes Initial Long Term Capacity and Additional Long Term Capacity (if any).

Material Default means any breach of a fundamental or essential term (including financial or payment terms) or repeated breaches of any of the terms of an agreement between the Client and Bunge.

Naming a vessel means providing the name of the vessel together with all the other information required by Table A to be given at that same time and

"**Named**" has a corresponding meaning.

Negotiation Period means the period described in clause 3.8(b).

Port Terminal means, depending upon the context, one or all of Bunge' seaboard terminals at:

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

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

(c) Port Giles, South Australia;

(d) Wallaroo, South Australia;

(e) Port Lincoln, South Australia; or

(f) Thevenard, South Australia.

Port Terminal Facility has the meaning given in the Code.

Port Terminal Services has the meaning given in the Code.

Port Terminal Services Agreement means an agreement entered into between Bunge and a Client for Short Term Capacity.

Pricing Procedures and Protocols Manual has the meaning given in the Storage & Handling Agreement.

Pricing Document means:

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

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

Proposed Auditor means a proposed independent auditor to undertake the independent audit specified in clause 12.3.

Protocols means these Port Loading Protocols.

Prudential Requirements means in respect of a Client that:

(a) the Client is Solvent;

(b) the Client or an Associated Entity of the Client is not currently or has not in the past 2 years been in Material Default of any agreement with Bunge; and

(c) the Client must be able to demonstrate to Bunge that it has a legal ownership structure with a sufficient capital base and assets of sufficient value to meet the actual or potential liabilities under a Long Term Agreement, including timely payment of access charges and payment of insurance premiums and deductibles under the required policies of insurance or otherwise provides Credit Support acceptable to Bunge acting reasonably.

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

Quarter means a 3 month period commencing 1 October, 1 January, 1 April or 1 July.

Related Body Corporate has the meaning given in the Corporations Act.

Reference Prices has the meaning given in the relevant Services Agreement.

Reporting Obligations means the reporting obligations imposed by the Code in relation to the provision of Port Terminal Services by Bunge.

Services Agreement means:

(a) a Long Term Agreement;

(b) a Standard Long Term Agreement; or

(c) a Short Term Capacity Services Agreement,

as the case requires.

Shipping Parcel means a portion of a single Booking that may be differentiated from other portions of the same Booking based on commodity type, grade or other characteristics.

Shipping Stem means the stem of ships named by Clients for loading at Bunge's Port Terminals as published by Bunge.

Short Term Capacity means:

(a) Capacity of at least 500,000 tonnes each Quarter that is reserved for booking by Clients on a first-in-first-served basis once the Shipping Stem is opened in respect of the relevant Year; and

(b) any Capacity in respect of a Year that is initially offered as Long Term Capacity, but is not allocated to a Client as Long Term Capacity at the time the Shipping Stem is opened for Short Term Capacity Bookings for that Year.

Short Term Capacity Services Agreement means:

(c) in relation to Bulk Wheat, either a Port Terminal Services Agreement or the Standard Terms; and

(d) in relation to other Grains, a Storage & Handling Agreement or other agreement entered, or to be entered, into between Bunge and the relevant Client.

Site Assembly Plan means a plan for assembling stock from one or more storage sites for a ship's cargo and which includes details of tonnages and grades at each site.

Slot means a half month period of between 14 and 16 days within which a Client may book Capacity at a Port Terminal Facility for the shipment of Grain.

Solvent means that, in the last 5 years, in respect of a Client:

(a) the Client has been able to pay all its debts as and when they become due and has not failed to comply with a statutory demand under section 459F(1) of the Corporations Act;

(b) a meeting has not been convened to place it in voluntary liquidation or to appoint an administrator;

(c) an application has not been made to a court for the Client to be wound up without that application being dismissed within one month;

(d) a controller (as defined in the Corporations Act) of any of the Client's assets has not been appointed; or

(e) the Client has not proposed to enter into or enters into any form of arrangement with its creditors or any of them, including a deed of company arrangement.

Standard Long Term Agreement means the standard terms and conditions on which Bunge is prepared to provide Long Term Capacity to a Client, as amended from time to time in accordance with the Code.

Standard Terms means the standard non-price terms and conditions as set out on the Bunge Website from time to time.

STC Cancellation Notice has the meaning given in clause 6.1.

Storage & Handling Agreement means the agreement of that name published by Bunge from time to time.

Table A means the Table A attached as Attachment 1 to these Protocols.

TBN in relation to a vessel means a vessel that is yet to be Named.

Terminal Services Priority means priority over other vessels for the terminal services at a Port Terminal as determined in accordance with these Protocols.

Third Party Site means a bulk commodity storage site operated by a person other than Bunge.

Tolerance Capacity has the meaning given in clause 9.5(a).

Transferee has the meaning given in clause 5.1(a)(ii).

Transferor has the meaning given in clause 5.1(a).

Year means the period from 1 October to 30 September.

2 Interpretation

(a) In these Protocols, unless the context otherwise requires:

(i) singular words will also have their plural meaning and vice versa;

(ii) a reference to a person includes companies and associations;

(iii) a reference to a consent of a party means the prior written consent of that party;

(iv) headings are for convenient reference only and do not affect the interpretation of these Protocols;

(v) a reference to a clause, Part or a Schedule is a reference to a clause, Part or Schedule of these Protocols;

(vi) a reference to a party includes its successors and permitted assigns;

(vii) notices that are required to be given in writing to Bunge may, if so agreed by Bunge, be provided in electronic form;

(viii) a reference to any Act includes all statutes, regulations, codes, by-laws or ordinances and any notice, demand, order, direction, requirement or obligation under that Act (and vice versa) and unless otherwise provided in that Act includes all consolidations, amendments, re-enactments or replacements from time to time of that Act and a reference to "law" includes a reference to any Act and the common law;

(ix) the words "including", "for example" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

(x) a reference to $ and dollars is to Australian currency;

(xi) a reference to time is a reference to the local time in Adelaide, South Australia (unless otherwise stated); and

(xii) nothing in these Protocols is to be interpreted against a party solely on the ground that the party put forward these Protocols or a relevant part of them.

(b) To the extent of any inconsistency, the terms of a Schedule override the terms of Parts A to F (inclusive) of these Protocols.

PART B: Allocation of Long Term Capacity – Long Term Agreements

3 Process for acquiring Long Term Capacity

3.1 Publication of Capacity available to be contracted under a Long Term Agreement

Bunge will publish on the Bunge Website:

(a) no later than 15 Business Days before the Initial Application Date:

(i) details of the Initial Long Term Capacity that is available to be contracted under Long Term Agreements for the relevant Allocation Period, including any special conditions applying to any Initial Long Term Capacity. This Initial Long Term Capacity will be provided in respect of each individual Slot at the Port Terminals; and

(ii) a copy of the Standard Long Term Agreement; and

(iii) from time to time, details of any Additional Long Term Capacity that becomes available to be contracted under Long Term Agreements, including any special conditions applying to any Additional Long Term Capacity.

3.2 When to apply for Long Term Capacity

(a) **(Initial Long Term Capacity)** Clients may apply for Initial Long Term Capacity in respect of an Allocation Period during the Initial Application Period for that Allocation Period. Bunge will publish details of the Initial Application Period on the Bunge Website at least 15 Business Days' prior to the commencement of the Initial Application Period.

(b) **(Additional Long Term Capacity)** Clients may apply for Additional Long Term Capacity within the time period specified in respect of that Additional Long Term Capacity on the Bunge Website.

3.3 How to apply for Long Term Capacity

Clients may apply for Long Term Capacity by submitting an application to Bunge in the form published by Bunge on the Bunge Website from time to time, and which includes the following information:

(a) the Client's details, including business name, ABN, business address and contact details;

(b) the Client's tonnage requirements for each Slot at each nominated Port Terminal during the term of the Long Term Agreement. For an Initial Application Process, such tonnage requirements must not exceed the maximum amount specified in clause 3.5(a) or be less than the minimum requirements specified in clause 3.5(b);

(c) the minimum amount of Long Term Capacity the Client wishes to acquire in each Slot at each nominated Port Terminal during the term of the Long Term Agreement if the total amount of Long Term Capacity nominated by the Client is not available. This must not be an amount less than the minimum requirements set out in clause 3.5(b); and

(d) an acknowledgement that the Client has been provided with a copy of, and will be bound by the terms of, the Standard Long Term Agreement and will comply with the terms of the Standard Long Term Agreement:

(i) for the duration of the relevant Allocation Period; and

(ii) in respect of any Long Term Capacity allocated to the Client, provided that Long Term Capacity:

(A) is equal to or greater than the minimum amount of Long Term Capacity nominated by the Client in accordance with clause 3.3(c); and

(B) does not, without the Client's agreement, exceed the total amount of Long Term Capacity nominated by the Client in accordance with clause 3.3(b),

unless the Client and Bunge execute a Long Term Agreement on terms other than the Standard Long Term Agreement.

3.4 Application once submitted is irrevocable

An application for Long Term Capacity, once submitted by a Client, is:

(a) irrevocable and will constitute a binding offer by the Client to enter into the Standard Long Term Agreement with Bunge subject only to the Long Term Capacity allocated to the Client being within the Capacity limits specified in clause 3.3(d)(ii); and

(b) an offer that, notwithstanding any negotiations, will remain open for acceptance by Bunge unless and until it is rejected by Bunge in writing or a Long Term Agreement is entered into between Bunge and the Client on different terms.

3.5 Maximum and minimum requirements for Initial Long Term Capacity

(a) A Client's application for Initial Long Term Capacity at a Port Terminal for any Quarter must not, when taken together with any application for Initial Long Term Capacity by an Associated Entity of the Client (except in circumstances where Bunge considers, acting reasonably, that the Associated Entity operates a commercially separate export function from that undertaken by the Client) be for an amount that is greater than the Initial Nomination Cap.

(b) The minimum amount of Long Term Capacity for which a Client may apply during an Initial Application Process is 25,000 tonnes (excluding Tolerance) in each Year during the relevant Allocation Period.

(c) If, during an Initial Application Process, a Client's application for Initial Long Term Capacity at a Port Terminal for any Quarter exceeds the amount of Initial Long Term Capacity specified in clause 3.5(a) or is for less than the minimum amount specified in clause 3.5(b):

(i) Bunge will invite the Client to resubmit its application for Initial Long Term Capacity ("**Revised Application**") within 1 Business Day; and

(ii) if the Client:

(A) does not submit a Revised Application in accordance with clause 3.5(c)(i); or

(B) submits a Revised Application but the Client's Revised Application for one or more Port Terminals in a Quarter exceeds the amount of Initial Long Term Capacity specified in clause 3.5(a) (or the Revised Application is for less than the minimum amount specified in clause 3.5(b)),

Bunge may:

(C) if the application or Revised Application does not meet the minimum requirements specified in clause 3.5(b), reject the application in its entirety; or

(D) if the application or Revised Application exceeds the maximum requirements specified in clause 3.5(a), reject all or part of the relevant application to the extent it relates to the relevant Port Terminal and Quarter.

(d) Notwithstanding clauses 3.5(a) and 3.5(b), a Client may be allocated more than the Initial Nomination Cap as a percentage of the Initial Long Term Capacity available at a Port Terminal as a result of negotiations conducted in accordance with these Protocols.

(e) This clause 3.5 only applies in respect of Initial Long Term Capacity.

3.6 Process for allocating Initial Long Term Capacity

(a) (**Publication of aggregate tonnage applications**) Bunge will, no later than 3 Business Days after the Initial Application Date for each Allocation Period, publish on the Bunge Website details of the aggregate amount of tonnes for which it has received applications in accordance with clause 3.3 in respect of each Quarter at each Port Terminal.

(b) (**Allocation if supply equals or exceeds demand**) If, at the end of the Initial Application Period, there is sufficient Initial Long Term Capacity available to satisfy all applications received in accordance with clause 3.3 for the relevant Allocation Period, Bunge will allocate that Initial Long Term Capacity and accept all Clients' offers under clause 3.4 in respect of that Initial Long Term Capacity.

(c) (**If initial demand exceeds supply**) If, at the end of the Initial Application Period, there is not sufficient Initial Long Term Capacity available to satisfy all applications received in accordance with clause 3.3 for the relevant Allocation Period, Bunge will invite all applicants to submit a revised application under clause 3.3 by the date specified on the Bunge Website. For the avoidance of doubt:

(i) Bunge may enter into discussions with one or more Clients to seek to facilitate the matching of available Initial Long Term Capacity with Clients' requirements;

(ii) clauses 3.4 and 3.5 will apply to any revised application submitted in accordance with this clause 3.6(c); and

(iii) if a Client chooses not to submit a revised application in accordance with this clause 3.6(c), that Client's initial application submitted under clause 3.3 will remain in force.

(d) (**Allocation if supply equals or exceeds revised demand**) If, immediately following the date specified by Bunge in accordance with clause 3.6(c), there is sufficient Initial Long Term Capacity available to satisfy all applications (either revised or unchanged) by Clients, Bunge will allocate that Initial Long Term Capacity and accept all Clients' offers under clause 3.4 in respect of that Initial Long Term Capacity.

(e) (**If revised demand exceeds supply**) If, by the date specified by Bunge in accordance with clause 3.6(c), there remains insufficient Initial Long Term Capacity to satisfy all applications (either revised or unchanged) by Clients for the relevant Allocation Period, Bunge will:

(i) allocate Initial Long Term Capacity and accept Clients' offers under clause 3.4 in respect of all Slots for which available Initial Long Term Capacity exceeds or equals demand; and

(ii) in respect of all other Slots, enter into negotiations with each Client that was not allocated all Initial Long Term Capacity set out in its application (as revised) with a view to determining whether or not alternative allocations may satisfy the Client's requirements. This may involve:

(A) Bunge increasing the Initial Long Term Capacity available at any Port Terminal (subject to clause 3.12);

(B) determining whether alternative Slots (at the same or different Port Terminal) will satisfy the Client's commercial requirements;

(C) subject to clause 3.5(b), determining whether one or more Clients is willing to reduce the minimum amount of Initial Long Term Capacity that they are willing to acquire in particular Slots; and/or

(D) determining whether Clients may withdraw their application in respect of a Slot in particular years.

(f) If Bunge enters into negotiations with Clients in accordance with clause 3.6(e):

(i) Bunge will publish on the Bunge Website the date by which any negotiations in respect of Initial Long Term Capacity allocations must conclude, such date not being less than 15 Business Days after publication ("**Allocation Cut-Off Date**");

(ii) Clients must reply promptly and in any event within 1 Business Day, to any request made by Bunge relating to the Client's willingness to vary its application. If a Client does not reply promptly, Bunge will continue to progress negotiations with other Clients; and

(iii) any variations that are made to a Client's application as a result of such negotiations will not constitute a new application for Long Term Capacity and will therefore rank in priority to subsequent application under the first-in-first- served process.

(g) (**Allocation of Initial Long Term Capacity**) If, by the Allocation Cut-Off Date there remains insufficient Initial Long Term Capacity to satisfy all applications received in respect of the Slots for which Initial Long Term Capacity has not already been allocated under clause 3.6(e)(i), Bunge may allocate the available Initial Long Term Capacity for those Slots having regard to, and where they conflict, seeking to apply and balance, the following factors:

(i) Bunge’s overarching objective of maximising the amount of Long Term Capacity allocated and maximising the efficient operation of the supply chain;

(ii) nominations for Long Term Capacity at multiple Port Terminals will generally be accepted in priority to nominations for Long Term Capacity at fewer Port Terminals;

(iii) nominations for Long Term Capacity in more Slots in a Year will generally be accepted in priority to nominations of Long Term Capacity in fewer Slots in a Year;

(iv) nominations for larger amounts of Long Term Capacity will generally be accepted in priority to nominations for smaller amounts of Long Term Capacity; and

(v) Long Term Capacity will be allocated in priority to Clients who:

(A) have a demonstrated ability to accumulate Grain at the relevant Port Terminal as required to utilise the Long Term Capacity sought;

(B) can reasonably demonstrate to Bunge that they intend to physically export Bulk Wheat or other Grains themselves and that there is a reasonable likelihood that they themselves will utilise the Long Term Capacity sought; and

(C) have demonstrated flexibility and responded promptly during the negotiation of their requirements in respect of over-demanded Slots.

(h) In having regard to and balancing the factors listed in clause 3.6(g), Bunge may have regard to the requirements of individual Port Terminals and the weight attributed to the various factors may differ across Port Terminals.

(i) If Bunge proposes to allocate Initial Long Term Capacity to a Client in respect of an Allocation Period in accordance with clause 3.6(g), the following provisions will apply:

(i) Bunge will notify the Client in writing of the proposed allocations of Initial Long Term Capacity to that Client.

(ii) The Client must, within 1 Business Day of receiving Bunge’s notice:

(A) offer in writing to acquire some or all of the Initial Long Term Capacity set out in Bunge’s notice (“**Offer Notice**”); or

(B) issue a Dispute Notice in accordance with clauses 12.1(a) and 12.1(b) of these Protocols.

(iii) The Offer Notice submitted by a Client is irrevocable and will constitute a binding offer by the Client to enter into a Standard Long Term Agreement with Bunge in respect of all of the Initial Long Term Capacity specified in the Offer Notice, subject to:

(A) any reductions to that amount of Initial Long Term Capacity that Bunge makes (by notice in writing to the Client) as a result of Bunge resolving a dispute raised by any Client in accordance with clause 3.6(i)(ii)(B) of these Protocols; and

(B) any variations that Bunge and the Client may subsequently agree in accordance with clause 3.8 of these Protocols.

(iv) The Offer Notice submitted by a Client will remain open for acceptance by Bunge unless and until it is rejected by Bunge in writing or a Long Term Agreement is entered into between Bunge and the Client on different terms.

(v) On the conclusion of any dispute arising in connection with a Dispute Notice issued by a Client in accordance with clause 3.6(i)(ii)(B) (see clause 12.1 of these Protocols), Bunge will:

(A) in relation to a Client that issued a Dispute Notice, notify the Client in writing of any changes to the proposed allocations of Initial Long Term Capacity to that Client. The Client must, within 1 Business Day of receiving Bunge's notice advise Bunge in writing whether or not it wishes to acquire some or all of the Initial Long Term Capacity set out in Bunge's notice ("**Revised Offer Notice**"). The Revised Offer Notice will be treated as an Offer Notice for the purposes of clauses 3.6(i)(iii) and 3.6(i)(iv) of these Protocols; and

(B) in relation to a Client that issued an Offer Notice, notify the Client of any reductions to the amount of Initial Long Term Capacity specified in their Offer Notice that Bunge has made in accordance with clause 3.6(i)(iii)(A).

(vi) If a Client does not submit:

(A) an Offer Notice or a Dispute Notice within the timeframe specified in clause 3.6(i)(ii); or

(B) a Revised Offer Notice within the timeframe specified in clause 3.6(i)(v),

Bunge may revoke the proposed allocation and re-allocate the relevant Initial Long Term Capacity to other Clients. If an Offer Notice or Revised Offer Notice relates to only part of the proposed allocation of Initial Long Term Capacity set out in Bunge's notice, Bunge may re-allocate the part that is not included in the Offer Notice or Revised Offer Notice to other Clients.

(vii) This clause 3.6(i) does not apply to any Initial Long Term Capacity allocated in accordance with clause 3.6(e)(i).

(j) (**Publication of aggregate Initial Long Term Capacity Allocations**) After concluding the Initial Application Process in respect of an Allocation Period, Bunge will:

(i) notify each Client of the outcome of its application for Long Term Capacity; and

(ii) publish on the Bunge Website details of the aggregate amount of Initial Long Term Capacity allocated in respect of each Slot at each Port Terminal.

3.7 Clients to provide information to support their application for Long Term Capacity

(a) Bunge may at any time before the conclusion of the Initial Application Process in respect of an Allocation Period request that a Client provides information which demonstrates that it:

(i) is able to meet the Prudential Requirements; or

(ii) has a genuine intention of utilising the Long Term Capacity sought or has a reasonable likelihood of utilising that Long Term Capacity at the level sought.

(b) If Bunge, acting reasonably, is not satisfied that a Client has demonstrated the matters referred to in clause 3.7(a), within 5 Business Days of receiving Bunge’s request, Bunge will inform the Client by written notice that it is not ready to accept the Client’s request for Long Term Capacity and provide reasons for this decision.

(c) The Client may within 7 Business Days of receiving a notice under clause 3.7(b) (or such longer period agreed with Bunge) submit further information to Bunge that demonstrates the matters referred to in clause 3.7(a).

(d) If, following the receipt of the additional information referred to in clause 3.7(c), Bunge is still not satisfied with respect to the matters in clause 3.7(a), it may reject the Client’s request for Long Term Capacity.

3.8 Negotiation of Long Term Agreements

(a) During the Negotiation Period a Client that has been allocated Long Term Capacity may seek to negotiate the terms and conditions of the Standard Long Term Agreement with Bunge. Bunge and the Client must each negotiate in good faith and the Client must ensure that the contents of the negotiations remain confidential.

(b) The Negotiation Period will commence upon a Client making a negotiation request in respect of the Standard Long Term Agreement and will cease upon the earlier of:

(i) execution of a Long Term Agreement by both Bunge and the Client (in the form of the Standard Long Term Agreement or otherwise) in respect of the Long Term Capacity acquired by the Client;

(ii) the expiration of 60 Business Days (excluding any days involving alternative dispute resolution procedures undertaken in accordance with clause 12.2) from the commencement of the Negotiation Period, unless the parties agree to extend the Negotiation Period (for example, if they consider that they are close to reaching agreement on the terms on a Long Term Agreement); and

(iii) the date the Client informs Bunge in writing that it no longer wishes to enter into a Long Term Agreement.

(c) If the negotiation process ceases other than because a Long Term

Agreement has been executed, the Client will be bound by the terms of the Standard Long Term Agreement in respect of the Long Term Capacity allocated to it.

3.9 Long Term Agreements – Booking fees

(a) Subject to clause 6.2, unless otherwise agreed by Bunge and a Client in writing, Clients will be required to pay the booking fees for Long Term Capacity (as specified in the Pricing Document) at least 90 days prior to the commencement of a Slot.

(b) If a Client does not comply with clause 3.9(a), Bunge may:

(i) re-offer the relevant Long Term Capacity allocated to that Client to other Clients; and

(ii) remove any of that Client's future Long Term Capacity and Short Term Capacity.

(c) Bunge may seek Credit Support in respect of the obligations set out in this clause 3.9.

3.10 Unallocated Long Term Capacity

If any Long Term Capacity for any Allocation Period is not acquired by Clients under the relevant Initial Application Process, Bunge may make that Capacity available as:

(a) Long Term Capacity, prior to the Shipping Stem opening for the relevant Year; or

(b) Short Term Capacity, once the Shipping Stem has been opened for the relevant Year.

3.11 Additional Long Term Capacity

Bunge will apply a similar process to that set out in clauses 3.3 to 3.9 in respect of any Additional Long Term Capacity that becomes available for booking by Clients, and will provide (by written notice on the Bunge Website) at least 3 Business Days' notice of any timing requirements in relation to the application for, negotiations in respect of, or allocation of such Additional Long Term Capacity.

PART C: Allocation of Short Term Capacity – First-in-first-served

3.12 Minimum quantity to remain available for booking as Short Term Capacity

(a) Bunge will make at least 500,000 tonnes of Short Term Capacity available in each Quarter for Booking on a first-in-first-served basis.

(b) Bunge's intention is that the Short Term Capacity referred to in clause 3.12(a) will be spread across all Port Terminals broadly in line with the proportion of Capacity offered at each Port Terminal during the 2015/2016 Year. For operational reasons, this cannot precisely reflect the proportion of Capacity offered at each Port Terminal during the 2015/2016 Year. However, Bunge's intention is that it will broadly be in line with this proportion.

(c) If, in any Quarter, the proportion of Short Term Capacity offered at a particular Port Terminal varies from the amount offered at that Port Terminal in the corresponding Quarter of the previous Year by more than 10%, Bunge will publish reasons for that variance on the Bunge Website.

(d) This clause 3.12:

  (i) is subject to clause 14.2(a)(ii); and

  (ii) does not apply in respect of Additional Short Term Capacity.

3.13 Publication of available Short Term Capacity

(a) Bunge will publish on the Bunge Website:

  (i) the date the Shipping Stem will open in respect of any Year at least 10 Business Days before the Shipping Stem opens for that Year;

  (ii) details of the Short Term Capacity that is available for booking in respect of each Year, including any special conditions applying to any Short Term Capacity, at least 10 Business Days before the Shipping Stem opens for that Year; and

  (iii) subject to clause 3.13(b), details of any Short Term Capacity that becomes available following a surrender of a Booking under clause 6, a movement of a Booking under clause 4 or under clause 10.1(a) within 2 Business Days of that Short Term Capacity becoming available.

(b) Bunge may decide not to publish and offer all or part of any Short Term Capacity to Clients that becomes available following a surrender of a Booking under clause 6, a movement of a Booking under clause 4 or under clause 10.1(a). In determining whether or not to make that Short Term Capacity available, Bunge may have regard to a range of operational considerations including, practical constraints at the relevant Port Terminal, current wait time for vessels, the length of the vessel queue and the timing of vessel arrivals within the relevant Slot and Grace Period.

3.14 When Short Term Capacity will be available for booking

Short Term Capacity will become available for booking on a first-in-first-served basis:

(a) when the Shipping Stem opens for the relevant Year; or

(b) in the case of Additional Short Term Capacity, 2 Business Days (or such longer time notified by Bunge) after its availability is published on the Bunge Website.

3.15 How to apply for Short Term Capacity

(a) To acquire Short Term Capacity a Client must submit a Booking Form to Bunge. The Booking Form must specify a minimum amount of Short Term Capacity that it wishes to acquire under that Booking Form if the total amount of Short Term Capacity applied for in the Booking Form is not available.

(b) If:

(i) a Client has specified in the Booking Form a minimum amount of Short Term Capacity that it wishes to acquire if the total amount of Short Term Capacity applied for in the Booking Form in respect of the relevant Slot is not available; and

(ii) the total amount of Short Term Capacity applied for in the Booking Form in respect of the relevant Slot is not available to be allocated to the Client,

the Client will be allocated the amount of Short Term Capacity in respect of the relevant Slot that is available, provided that such amount is equal to or exceeds the minimum amount specified by the Client in accordance with this clause.

3.16 Circumstances in which a Booking Form may be declared invalid or rejected

(a) Any Booking Form for Short Term Capacity or Additional Short Term Capacity that is submitted within 2 Business Days of that Capacity becoming available for booking on a first-in-first-served basis will be invalid (and will be disregarded by Bunge) if:

(i) the Booking Form is submitted within the same 15 minute period (commencing on the hour) as another Booking Form submitted by the Client or any Associated Entity of the Client (except in circumstances where Bunge considers, acting reasonably, that the Associated Entity operates a commercially separate export function from that undertaken by the Client);

(ii) the Short Term Capacity applied for in the Booking Form exceeds 60,000 tonnes; or

(iii) the amount of Short Term Capacity or Additional Short Term Capacity applied for in the Booking Form exceeds the amount of Capacity that remains available for allocation on a first-in-first-served basis in respect of the relevant Slot.

This clause 3.16(a) will not apply to the movement of any Booking.

(b) Bunge will not accept a Booking Form unless:

(i) the Client has complied with the requirements set out in Table A (to the extent they are required at the time of booking); and

(ii) Bunge has sufficient intake, grain storage and shipping capacity to honour the Booking, taking into account the status of pending and prior Bookings.

(c) If Bunge considers, acting reasonably, that:

(i) a Booking Form for Short Term Capacity or Additional Short Term Capacity that it receives from a Client within 2 Business Days of that Short Term Capacity becoming available for booking on a first-in-first-served basis is not genuinely required for use by that Client; and

(ii) the Client has been engaged by another person to submit the Booking Form on that person's behalf for the purpose of circumventing the restrictions in clause 3.16(a) above,

Bunge may in its discretion:

(iii) reject the Booking Form;

(iv) cancel the Client's Booking (or the Transferee's Booking if the Client has already transferred the Booking in accordance with clause 5); or

(v) withhold its consent to the Client transferring that Booking to any other person.

3.17 Allocation of Short Term Capacity

(a) Bunge will allocate Short Term Capacity to Clients on a first-in-first-served basis as soon as practicable after receipt of a Booking Form.

(b) Where a Booking Form is accepted, Bunge will notify the Client of its acceptance and such notice will include details of the Short Term Capacity allocated to the Client and the sum payable by the Client to Bunge in accordance with the relevant Services Agreement.

(c) Where Bunge and the Client have entered into discussions and/or negotiations in relation to a Booking, the proposed Booking will remain on the Shipping Stem in a "pending" status until the relevant issues are resolved.

3.18 Terms on which Short Term Capacity is provided

Unless agreed otherwise by Bunge, all Port Terminal Services provided in respect of Short Term Capacity will be provided on the terms of the relevant Short Term Capacity Services Agreement.

3.19 Additional Short Term Capacity

Bunge may from time to time make available Additional Short Term Capacity for booking by Clients. If the Slot to which Additional Short Term Capacity relates starts:

(a) during the period starting 6 months after the Additional Short Term Capacity becomes available for booking and expiring at the end of the Year in which the Slot occurs, the Additional Short Term Capacity will be allocated on a first-in-first-served basis in accordance with this Part C; and

(b) less than 6 months from the date that the Additional Short Term Capacity becomes available for booking, the Additional Short Term Capacity may be allocated at Bunge's discretion.

PART D: Dealings with Bookings

4 Movement of Bookings

4.1 Requests to move a Booking

(a) In respect of Capacity allocated to a Client, the Client may, subject to this clause 4, submit a request to Bunge for the purposes of clause 4.1(b):

(i) no later than 30 days prior to the first day of the relevant Booking Slot for Booking Slots:

A. in respect of either Short Term Capacity or Long Term Capacity; and

B. where the request made in accordance with this clause 4.1(b) relates to the movement of a Booking Slot within the same Year; or

(ii) no later than 60 days prior to the first day of the relevant Booking Slot for Booking Slots:

A. in respect of Long Term Capacity only; and

B. where the request made in accordance with this clause 4.1 relates to the movement of a Booking Slot to the following Year. For the avoidance of doubt, the Client may exceed their Initial Nomination Cap if Short Term Capacity or Long Term Capacity is available.

(b) A Client may request, subject to the requirements of clause 4.1(a), that Bunge:

(i) move that Booking to a different Slot at the same Port Terminal as the relevant Booking; or

(ii) move that Booking to a Slot at a different Port Terminal to the relevant Booking.

(c) A request to move a Booking in accordance with 4.1(b) may only be:

(i) subject to clause 4.1(f), to move a Booking to a Slot that commences in the Year following the Year of the originally booked Slot in respect of the Booking; or

(ii) to move a Booking to another available Slot in the same Year as the originally booked Slot in respect of the Booking.

(d) The new Slot nominated by the Client under clause 4.1(a) must occur within:

(i) the same Year as the original Slot; or

(ii) the following Year, provided that the Client's Services Agreement will not have expired at the date of the nominated new Slot.

(e) If a Client:

(i) makes a request under clause 4.1(a) to move 10% or more of its allocated Long Term Capacity to the following Year; or

(ii) makes multiple requests under clause 4.1(a) to move a total of 10% or more of its allocated Long Term Capacity to the following Year,

the Client must pay an additional booking fee under clause 3.9(a) for each request. For the avoidance of doubt, a Client will not be charged an additional booking fee if its request(s) under clause 4.1(a) relates to less than 10% of the Long Term Capacity allocated to the Client.

(f) For the avoidance of doubt, where a Client has made a request under clause 4.1(b) to move a Booking to a Slot occurring in the following Year, a Client may not make any further request in accordance with clause 4.1(b)(i) to move that Booking again to a Slot commencing in a later Year.

4.2 Response to requests to move a Booking

(a) Bunge will respond to any request made under clause 4.1 within 3 Business Days of receiving the request and will either:

(i) subject to clause 4.2(c), accept the Client’s request if there is sufficient Capacity available at the relevant Port Terminal to accommodate the Client’s request, having regard to operational considerations and prior Bookings, pending Bookings by other Clients; or

(ii) not accept the Client’s request if there is insufficient Capacity available at the relevant Port Terminal to accommodate the Client’s request, having regard to operational considerations, prior Bookings and pending Bookings by other Clients.

(b) If Bunge does not accept the Client’s request in accordance with clause 4.2(a)(ii), Bunge will, subject to clauses 4.2(c) and 4.2(d), offer to enter into good faith discussions with the Client to determine whether moving the Booking to a different Slot, different Port Terminal may be possible (again, having regard to operational considerations, prior Bookings and pending Bookings by other Clients). Bunge will also advise the Client whether or not this may involve additional costs. Unless and until the Booking is moved in accordance with clause 4.3 or pursuant to negotiations in accordance with this clause 4.2(b), the Booking will remain unchanged on the Shipping Stem.

(c) Bunge will not accept any request to move a Booking to a Slot that occurs in a particular Year if the request is submitted prior to the expiry of 2 Business Days from the date that the relevant Short Term Capacity becomes available for booking in respect of that Year.

(d) Upon receipt of a written request, Bunge may agree to move a Booking to a different Slot on less notice than the period specified in clause 4.1(a) in its sole discretion.

4.3 Movement of Bookings

If Bunge accepts the Client's request to move a Booking in accordance with clause 4.2(a)(i):

(a) Bunge will amend the Shipping Stem on the next Business Day;

(b) the Booking will be deemed to be varied as of the date of Bunge's written acceptance;

(c) it will not be considered a new Booking; and

(d) subject to clause 4.1(c), no additional booking fee will be payable.

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5 Transferring Bookings

5.1 Transfer requirements

(a) A Client ("**Transferor**") may transfer a Booking if the following conditions are satisfied:

(i) the transfer complies with the requirements of this clause 5;

(ii) the Transferor and the person to whom the transfer is made ("**Transferee**") provide a signed notice to Bunge in the form set out in Attachment 2 ("**Transfer Notice**") executed by both the Transferor and Transferee by no later than 30 days prior to the first day of the Slot for the relevant Booking (unless otherwise agreed by Bunge);

(iii) the Transferee has complied (or promptly complies) with the requirements set out in Table A in respect of the Booking;

(iv) if the transferred Booking is in respect of Long Term Capacity, unless otherwise agreed by Bunge:

(A) the Transferee has a Long Term Agreement with Bunge in place covering the period in which the transferred Booking occurs; or

(B) if the Transferee does not have a Long Term Agreement with Bunge in place covering the period in which the Transferred Booking occurs, Bunge and the Transferee agree to treat the transferred Booking as if it is in respect of Short Term Capacity for the purposes of these Protocols;

(v) unless clause 5.1(a)(iv) applies, both the Transferor and Transferee have currently in force a Short Term Capacity Services Agreement with Bunge in relation to the usage of the relevant Port Terminal and neither the Transferee nor Transferor is subject to a notice by Bunge that it is in breach of that agreement;

(vi) within 7 days of the date on which the Transfer Notice is provided to Bunge, the Transferee provides to Bunge the fee payable (and any outstanding booking fees) in respect of the transfer and a completed Booking Form in respect of the transferred Booking;

(vii) the quantity of Grain to be exported by the Transferee is not more than the amount of Grain specified in the Transferor's original Booking;

(viii) the Transferor has met the requirements set out in Table A (to the extent relevant) as at the date of the Transfer Notice;

(ix) the Transferor has paid any booking fee payable to Bunge in connection with the Booking the subject of the Transfer Notice, and any other fees or charges which are at that time due or payable to Bunge in connection with that Booking; and

(x) Bunge does not withhold its consent to the transfer in accordance with clause 3.16(c)(v).

5.2 Acceptance of transfer by Bunge

(a) Subject to the Transferee and Transferor complying with this clause 5 and Bunge not withholding its consent under clause 3.16(c)(iii), Bunge will accept any transfer within 3 Business Days ("**Transfer Acceptance Date**").

(b) Bunge will amend the Shipping Stem on the next Business Day after the Transfer Acceptance Date.

5.3 General provisions

(a) The Transferee will not be required to pay a new booking fee to Bunge in respect of the transferred Booking.

(b) Any purported transfer of a Booking that does not comply with this clause 5 shall be of no effect.

(c) The transfer of a Booking in accordance with this clause 5 does not affect the operation of clause 4 in respect of that Booking.

(d) No transfer shall be effective until approved by Bunge.

6 Surrender of Capacity

6.1 Surrender of Short Term Capacity

(a) A Client may, subject to the requirements of this clause 6.1, by notice in writing to Bunge cancel a Booking Slot for Short Term Capacity ("**STC Cancellation Notice**").

(b) On receipt of an STC Cancellation Notice, Bunge will:

(i) amend the Shipping Stem on the next Business Day to reflect that the Booking has been cancelled; and

(ii) subject to clause 3.13(b), make the relevant Slot available on a first-in-first-served basis in accordance with Part C of these Protocols.

(c) Where Bunge receives an STC Cancellation Notice from a Client in accordance with clause 6.1(a) at least 45 days prior to the first date of the relevant Booking Slot and a new Booking for Short Term Capacity is made by another Client for:

(i) export from the same Port Terminal to which the cancelled Booking relates; and

(ii) shipment in the Slot to which the cancelled Booking relates,

and that booking is accepted in accordance with these Protocols, Bunge will refund to the Client the booking fee paid by the Client on a pro rata basis, according to the proportion that the Capacity under the new Booking bears to the total Capacity of the cancelled Booking up to a maximum of 100% of the cancelled Booking.

(d) Where Bunge receives an STC Cancellation Notice less than 30 days from the first date of the relevant Booking Slot, the Client is not entitled to any refund of the booking fee paid by the Client in respect of the cancelled Booking.

(e) If, in accordance with clause 3.13(b), Bunge decides not to publish and offer to Clients all or part of the Capacity that becomes available following a surrender of a Booking in accordance with clause 6.1(a), Bunge is not required to refund to the Client that cancelled the Booking the booking fee paid by the Client in respect of the cancelled Booking.

6.2 Surrender of Long Term Capacity

(a) A Client may, subject to the requirements of this clause 6.2, by notice in writing to Bunge cancel a Booking Slot(s) for less than 10% of the Long Term Capacity allocated to the Client in the relevant Year ("**LTC Cancellation Notice**").

(b) If a Client submits an LTC Cancellation Notice to Bunge to cancel more than 10% of its Long Term Capacity, and a new Booking for Long Term Capacity is made by another Client for:

  (i) export from the same Port Terminal to which the cancelled Booking relates; and

  (ii) shipment in the Slot to which the cancelled Booking relates,

  and that booking is accepted in accordance with these Protocols, Bunge will refund to the Client the booking fee paid by the Client on a pro rata basis, according to the proportion that the Capacity under the new Booking bears to the total Capacity of the cancelled Booking up to a maximum of 100% of the cancelled Booking fee.

(c) On receipt of an LTC Cancellation Notice, Bunge will

  (i) amend the Shipping Stem on the next Business Day to reflect that the Booking has been cancelled; and

  (ii) subject to clause 3.13(b), make the relevant Slot available on a first-in-first-served basis in accordance with Part C of these Protocols.

(d) If a Client submits an LTC Cancellation Notice to Bunge in accordance with this clause 6.2 more than 45 days prior to the commencement of the relevant Booking Slot, Bunge will refund to the Client the booking fee paid by the Client in respect of the cancelled Booking Slot.

(e) If a Client submits an LTC Cancellation Notice to Bunge in accordance with this clause 6.2 less than 45 days prior to the commencement of the relevant Booking Slot, and a new Booking for Long Term Capacity is made by another Client for:

  (i) export from the same Port Terminal to which the cancelled Booking relates; and

  (ii) shipment in the Slot to which the cancelled Booking relates, and that booking is accepted in accordance with these Protocols, Bunge will refund to the Client the booking fee paid by the Client on a pro rata basis, according to the proportion that the Capacity under the new Booking bears to the total Capacity of the cancelled Booking up to a maximum of 100% of the cancelled Booking fee.

(f) If, in accordance with clause 3.13(b), Bunge decides not to publish and offer to Clients all or part of the Capacity that becomes available following a surrender of a Booking in accordance with clause 6.2(a) or 6.2(b), Bunge is not required to refund to the Client that cancelled the Booking the booking fee paid by the Client in respect of the cancelled Booking.

6.3 General terms of surrender

(a) For the avoidance of doubt:

(i) any new Bookings under clauses 6.1 or 6.2 will be allocated in accordance with Part C of these Protocols;

(ii) if more than one Booking is cancelled in respect of the same Slot, any new Bookings under clauses 6.1 or 6.2 will be applied against the cancelled Bookings in order of their cancellation;

(iii) any movement of Capacity, whether Short Term Capacity or Long Term Capacity, into a previously surrendered Slot is not considered a new booking;

(iv) a Client may remain liable to pay the booking fee in respect of any Booking that it is not otherwise entitled to be refunded in accordance with the terms of this clause 6 ("**Lost Capacity Fee**"); and

(v) Bunge may set off the Lost Capacity Fee payable by a Client against any other amounts Bunge is required to pay or refund to a Client, to be reconciled at the end of a Year.

(b) Capacity in respect of cancelled Bookings will be allocated by Bunge and the Lost Capacity Fee will be calculated by Bunge in accordance with the following general principles:

(i) in the event that two Clients surrender Capacity in accordance with this clause, the Capacity surrendered first will be re-booked prior to any later surrendered capacity; and

(ii) where a Client surrenders both Short Term Capacity and Long Term Capacity at the same Port Terminal and in respect of the same Slot, Bunge will allocate new Bookings in respect of surrendered Short Term Capacity first.

PART E: Operational Matters

7 Slot Bookings

7.1 Update of Shipping Stem

Bunge will place all Clients' Bookings on the Shipping Stem as required by the Reporting Obligations then in force.

7.2 Split Bookings

(a) A Client may divide a Booking (i.e. the Client's primary Booking not including any Tolerance Capacity, unless otherwise agreed by Bunge) into more than one Booking ("**Split Booking**") at least 30 days prior to the first day of the relevant Slot, provided that:

(i) each of those Bookings is within the same Booking Slot at the same Port Terminal;

(ii) the total tonnage of all of the Split Bookings does not exceed the tonnage specified for the original Booking; and

(iii) the Client pays any fees payable and set out in the relevant Pricing Document in connection with the Split Booking.

(b) Bunge will issue separate reference numbers for each of the Split Bookings. The Client must contact Bunge and update all applicable Booking Forms, including Booking Forms for the original Booking and the Split Booking.

(c) Tonnages may also be transferred between Bookings in the same Slots (at the same Port Terminal) with the prior written agreement of Bunge.

(d) For the purposes of this clause, the date of Booking of the Slot for Split Bookings is the same as the date of Booking of the original Slot.

(e) With the consent of Bunge, a Client may divide a Booking into more than one Booking less than 30 days prior to the first day of the relevant Slot.

7.3 Allocation of Fixed Priority Date

(a) Each Client must:

(i) comply with the notification requirements set out in Table A by uploading the information to Bunge's electronic booking system in accordance with the timeframes set out in column 1 of Table A;

(ii) pay any storage or handling charges due and payable to Bunge when they become due (and which are not the subject of a genuine dispute).

(b) If a Client has not met the requirements of clause 7.3(a), Bunge will notify the Client in writing within one Business Day of Bunge identifying the failure. If the Client does not rectify the non-compliance within the time specified in the notice issued by Bunge, Bunge may withdraw the Booking from the Shipping Stem.

(c) In determining the time to be specified in the notice under clause 7.3(b), Bunge will:

(i) have regard to the nature of the default. Minor or "technical" issues which are unlikely to have any discernible impact on the efficient operation of the Port Terminal may attract greater flexibility. Conversely, failure to comply with requirements which have the potential to affect other Clients and failure to comply with commercial terms will attract a shorter period for rectification;

(ii) use its best endeavours to treat all Clients equally and apply any flexibility equally;

(iii) use its best endeavours to balance the desirability of providing flexibility to Clients with the need to minimise the impact that such flexibility may have on other Clients or Bookings and the efficient operation of the Shipping Stem; and

(iv) act reasonably and in good faith.

(d) For the purposes of determining priority of terminal services under clause 9:

(i) if a Client has complied with clause 7.3(a), (in respect of rows 1, 2 and 3 of Table A only) Bunge will assess its operational requirements and issue to the Client a fixed priority date in respect of the relevant Booking Slot, being the date of the first day of the relevant Booking Slot ("**Fixed Priority Date**"); and

(ii) if a Client fails to comply with clause 7.3(a) (in respect of rows 1, 2 and 3 of Table A only) but rectifies the non-compliance in accordance with clause 7.3(b), Bunge will then issue to the Client a Fixed Priority Date that is the same number of days after the first day of the relevant Booking Slot as the number of days taken by the Client to rectify its non-compliance with clause 7.3(a).

(e) If two Clients are to be allocated the same Fixed Priority Date in accordance with clause 7.3(d), Bunge may, in its absolute discretion allocate an earlier Fixed Priority Date to the Client that first complied with the requirements of the following rows of Table A (in the following order):

(i) row 2; and

(ii) row 1.

(f) As soon as reasonably practicable after the Client names its vessel and its ETA, Bunge will assess its operational requirements and notify the Client of the vessel's estimated load date ("**Estimated Load Date**").

(g) If a Client fails to name a vessel and provide an ETA within the Booking Slot or Grace Period, the Named vessel does not arrive within the Booking Slot or Grace Period or the Client otherwise fails to comply with clause 7.3(a):

(i) the Booking will be removed from the Shipping Stem and the Capacity associated with that Booking will be forfeited; and

(ii) the Client will remain liable to pay Bunge any Lost Capacity Fee in respect of that cancelled Booking.

(h) Notwithstanding any other clause in these Protocols, the Client acknowledges and agrees that if there is a fundamental change to a Booking, Bunge reserves the right to change the Fixed Priority Date and Estimated Load Date allocated in respect of that Booking in its absolute discretion.

8 Change of Slot, Estimated Load Date & Fixed Priority Date

8.1 Bunge may vary Slot and/or Estimated Load Date & Fixed Priority Date

Bunge will endeavour to ensure that the Client's booked Slot and the Fixed Priority Date and Estimated Load Date allocated in respect of that Slot will not be varied. However, Bunge may make changes to the booked Slot and/or the Fixed Priority Date and Estimated Load Date allocated in respect of the Slot for the following reasons:

(a) if the cargo is not in an export ready and shippable position by the relevant vessel's ETA;

(b) if a Force Majeure event occurs;

(c) if there is a material unresolved dispute between Bunge and the Client, including but not limited to in respect of a non-payment of any storage or handling charges due and payable to Bunge when they are due (and which are not the subject of a genuine dispute);

(d) if there is a change of Terminal Services Priority in accordance with these Protocols (see clauses 9 and 10);

(e) if a vessel fails to pass required marine and/or DA port surveys;

(f) if poor or dangerous weather reasonably requires the scheduled booked Slot or Estimated Load Date to be delayed in the interests of safety;

(g) if there is a change to the ETA of the Client's vessel or others in the vessel queue (see clause 10);

(h) if necessary to reflect the impact of any changes to Flinders Ports SA Port Rules for Grain Berth Loading Priorities at the relevant port;

(i) if the Client has failed to comply with the requirements detailed in these Protocols or its Services Agreement;

(j) if non-Grain vessels are being loaded at common berths under the Flinders Ports SA Port Rules and this will impact on the booked Slot or Estimated Load Date;

(k) if it is necessary for occupational, health & safety reasons including, for example, fumigation;

(l) if it is necessary to clean berths or facilities between the departure and arrival of vessels; or

(m) if any other event or circumstance arises as a result of circumstances beyond Bunge's reasonable control including, for example, unavailability of tugs or DA labour.

8.2 Notification of variation

In the event of a change in the Client's booked Slot or Estimated Load Date, Bunge will provide notification to the Client via the Shipping Stem on the Bunge Website. The Shipping Stem is updated each Business Day and is available to all Clients.

9 Guiding Principles for determining Terminal Services Priority

9.1 Order of arrival

For the purposes of this clause 9, in determining the order of arrival of vessels at a Port, where 2 or more vessels arrive at the same time:

(a) the vessel with the earlier Fixed Priority Date will be considered the first arrived vessel; and

(b) if both vessels have the same Fixed Priority Date, Bunge will determine the priority of vessels in accordance with its operational requirements and in its absolute discretion.

9.2 Priority - loading

The following principles will be followed by Bunge in determining the priority of terminal services at port for the loading of vessels:

(a) Bunge will schedule vessels to load in accordance with clause 9.1, but may allocate or adjust the priority of vessels based on whether:

(i) the Client has a Booking;

(ii) the Client has provided all details required under these Protocols including under clause 9.7 (where applicable);

(iii) the Client has complied with, and is not in default of, any obligation under its Services Agreement or these Protocols;

(iv) the Client's vessel has passed marine and DA port surveys (with copies provided to Bunge) and is ready to load;

(v) where the grain berth is congested, the Client has performed an official marine survey at anchorage (for the purpose of being issued with a certificate of fitness to load grain in accordance with applicable legislation) where possible and has provided a copy of the survey to Bunge;

(vi) cargo for the Named vessel is available and in a shipping position;

(vii) the vessel arrival time is within the Client's 14-16 day Booking Slot (unless agreed in writing between Bunge and the Client prior to the Booking Slot);

(viii) the Client has made any changes to load grades and/or quality and/or tonnage requirements within the 14 days prior to the vessel ETA, unless otherwise agreed in writing by Bunge;

(ix) subject to clause 9.2(a)(x), the vessel ETA has been varied by more than one day from the date specified 14 days prior to the original ETA; and

(x) in the case of a vessel substitution, the vessel ETA has been varied by more than one day from the original vessel ETA.

(b) Bunge reserves the right to re-prioritise and load vessels or provide other terminal services outside the order of arrival based on the factors set out in clause 9.2(a), where it is practically achievable and Bunge considers on reasonable grounds (and on an objective and ascertainable basis) that the overall speed and efficiency of the Port Terminal will be enhanced or delays to Named vessels will be minimised.

(c) For the avoidance of doubt, Bunge will also prioritise the provision of terminal services at port other than loading of vessels in accordance with principles set out at 9.2(a), including services such as:

(i) inward elevation capacity;

(ii) labour;

(iii) storage capacity; and

(iv) allocation of bin space between multiple vessels.

9.3 Priority - loading and other services

(a) In determining whether (and how) to re-prioritise vessels under clause 9.2, Bunge may consider the following matters (some or all of which may be relevant depending on operational arrangements at the specific Port Terminal) and other relevant considerations:

(i) whether the stock at the Port Terminal can be utilised on alternative vessels that have arrived or are now due to arrive first, or will now be load-ready first;

(ii) the length of the anticipated delays;

(iii) the practicality of re-positioning terminal stock and the impact any such re- positioning would have on other Port Terminal users;

(iv) the ability for Bunge or Clients to amend accumulation plans;

(v) the ability for the Client to supply transport;

(vi) the associated costs and impact on efficiency of the overall supply chain;

(vii) the extent to which the overall speed and efficiency of the Port Terminal will be enhanced on an objective and ascertainable basis;

(viii) whether it will it reduce the overall wait time over all Named vessels; and

(ix) any other considerations which Bunge considers relevant in the circumstances.

(b) Unless otherwise agreed by Bunge (and such agreement must not be withheld where there is no other Client which has stock and is willing to work a vessel at the relevant Port Terminal on a 24 hour / 7 day basis), where the Client occupies the berth at a Port Terminal it must work the vessel on a 24 hour / 7 day basis. If the Client does not comply with this clause, where requested by Bunge the Client must vacate the berth immediately.

9.4 Grace Period

(a) Bunge will not cancel a Client's Booking where the Client's Named vessel arrives outside of the last day of the declared Booking Slot and the Client will not be liable to pay Bunge any Lost Capacity Fee, provided that:

(i) the vessel arrival is no more than 6 days outside the last day of the declared Booking Slot ("**Grace Period**");

(ii) there is available operational capacity at the Port Terminal; and

(iii) the required stock can be made available.

(b) At the time Bunge makes Capacity available, it may specify a condition that there will be no Grace Period for the Slot to which that Capacity relates.

(c) Vessels arriving within the Grace Period (or outside the Grace Period but in accordance with clause 9.6(a) and subject to clause 9.2(a)) will be re-prioritised to the next loading time that is practically available, subject to:

(i) Bunge's reasonable ability (and Bunge taking reasonable steps) to accommodate the change; and

(ii) Bunge's reasonable ability (and Bunge taking reasonable steps) to re-prioritise the vessel in a manner that limits the practical impact on other Bookings and taking into account Bunge's operational requirements. This may require that the vessel is loaded at the end of the queue of Named vessels. However, in order to make storage capacity available, it may conversely require that the vessel is loaded earlier.

(d) In determining the next loading time that is practically available (and will reflect the most efficient outcome), Bunge may have regard to the following matters (some or all of which may be relevant depending on operational arrangements at the specific Port Terminal) and other relevant circumstances:

(i) the objective of minimising any impact on all other Bookings;

(ii) the ability to re-allocate stock;

(iii) the objective of minimising the total wait time of all Named vessels and Bookings;

(iv) the practical implications (in particular, where stock is already accumulated and cannot be allocated to other vessels);

(v) if stock is or can be made available at port;

(vi) the ability for the Client or Bunge to increase Port Terminal throughput;

(vii) the overall speed and efficiency of the Port Terminal; and

(viii) any other considerations that Bunge considers relevant in the circumstances.

(e) Subject to clause 9.6(a), where a Client's vessel fails to arrive within the Slot or Grace Period:

(i) the Booking will be cancelled and removed from the Shipping Stem; and

(ii) the Client will remain liable to pay Bunge any Lost Capacity Fee in respect of that cancelled Booking,

unless Bunge in its discretion elects not to cancel that Booking.

9.5 Tolerance Capacity

(a) Subject to clause 9.6(c), Bunge will permit a +/-10% tolerance in respect of the execution of Capacity acquired by Clients ("**Tolerance Capacity**").

(b) The Lost Capacity Fee and any refunds payable by or to a Client under a Pricing Document will be calculated based on the amount of Capacity booked by the Client versus the executed Capacity of the Client (excluding any Tolerance Capacity across the relevant Year).

9.6 Two-port loading

(a) Where:

(i) the Client is loading a vessel at more than one of Bunge's Port Terminals;

(ii) the vessel arrives within its original Booking Slot or Grace Period at the first Port Terminal ("**First Terminal**");

(iii) the vessel is subsequently delayed at the First Terminal; and

(iv) as a result of this delay, the Client's vessel arrives outside of its Booking Slot (and Grace Period) at the second Port Terminal ("**Second Terminal**"),

this will not be considered a new Booking at the Second Terminal. At the Second Terminal, priority will be determined in accordance with clauses 9.2.

(b) Terminal Services Priority may be impacted by the berthing requirements of the Flinders Ports SA Port Rules for Grain Berth Loading Priorities in force from time to time for each Port. Bunge may vary Terminal Services Priority to the extent necessary to address these external requirements.

(c) Where the Client is loading a vessel at more than one of Bunge's Port Terminals, the Client may, with the consent of Bunge:

(i) redistribute the tonnages in respect of those two Bookings across the two Port Terminals within the Tolerance Capacity provided that the aggregate tonnages across the two Bookings (including Tolerance Capacity) is not exceeded; or

(ii) allocate the total Tolerance Capacity that is applicable to the two Bookings in accordance with clause 9.6(a) to one of those Bookings.

9.7 Marine surveys

(a) In circumstances where there is vessel congestion or potential vessel congestion at a Port Terminal, Bunge may require Clients to:

(i) engage a qualified marine surveyor to undertake an official marine survey at anchorage (for the purpose of being issued with a certificate of fitness to load grain in accordance with applicable legislation) on arrival of the relevant vessel at the Port Terminal (or, if possible, at an alternate Australian port whilst in transit); and

(ii) provide a copy of the marine surveyor's report to Bunge.

10 Demonstrating Stock Entitlement

10.1 Stock entitlement

A Client is required by Table A to demonstrate at various points in time its entitlement to stock. Stock entitlement may be demonstrated by the Client providing:

(a) details of commodity held by the Client at Bunge sites that meets the Client's Booking (including any Tolerance Capacity);

(b) details of commodity held at Third Party Sites (refer to clause 10.2) that meets the Client's Booking;

(c) adequate evidence of forward purchases and sales commitments going to meeting the Client's Booking; and

(d) any other form of evidence of entitlement agreed with Bunge which shows that the Client will have sufficient stock to load the Client's vessel at the vessel's ETA.

10.2 Stock at Third Party Sites

In order to qualify for stock entitlement for the purposes of satisfying the requirements of Table A, commodities held at a Third Party Site will only be taken into account if:

(e) either:

(i) the Third Party Site has been approved by Bunge (such approval to be provided in accordance with the published approval criteria and not to be unreasonably withheld having regard to appropriate industry standards (e.g. hygiene and quality); or

(ii) alternative arrangements have been agreed with Bunge;

(f) the Third Party Site is adequately serviced by road or rail;

(g) the Client provides the most recent treatment history of the commodity;

(h) unless otherwise agreed by Bunge, the Client provides a valid fumigation certificate (as outlined in the relevant Services Agreements or in a form otherwise approved by Bunge) for the stock to be exported through a Port Terminal;

(i) the Client provides evidence to the satisfaction of Bunge of the Client's entitlement to and ownership of the relevant commodities stored at the Third Party Site; and

(j) upon request by Bunge, the Third Party Site operator confirms in writing within 2 Business Days of Bunge's request, the Client's entitlement and that the Client's stock is available for outturn to meet the Client's Slot.

11 Export Standard Requirements

(a) In the event that the Client selects Export Standard for the accumulation of the commodity the subject of a Booking, the Client must provide to Bunge by no later than 18 days prior to the opening of the first day of the Slot, a Site Assembly Plan that is complete for the purposes of the delivery of stock (including any Tolerance Capacity).

(b) If the Client fails to provide a Site Assembly Plan as required under clause 11(a), or fails to execute the Site Assembly Plan, Bunge may re-prioritise the Client's vessel on the Shipping Stem.

PART F: Dispute Resolution, Variation of Protocols and Other

12 Dispute Resolution

12.1 Resolution of disputes between parties

In the event that the Client disputes Bunge's adherence to these Protocols, or there is a dispute on the proposed terms of a Service Agreement, the following procedures will apply:

(a) the Client must notify Bunge in writing of the dispute, the reasons for the dispute and the resolution which the Client requests ("**Dispute Notice**");

(b) where the dispute relates to Bunge's adherence to these Protocols in relation to the allocation of Long Term Capacity or Short Term Capacity to the Client, the Dispute Notice must be received by Bunge by 5pm on the Business Day immediately following receipt of the notice from Bunge specifying the allocation that will be made available for contracting by the Client;

(c) Bunge must use its reasonable endeavours to respond to the Client within 2 Business Days following receipt of the Dispute Notice ("**Bunge's Response**"). Bunge's Response must notify the Client whether Bunge will change its decision and, if not, it must provide an explanation or basis for Bunge's decision;

(d) if the Client is not satisfied by Bunge's Response, or if Bunge fails to respond to the Dispute Notice within the time specified in clause 12.1(c), the Client may serve written notice on Bunge within one Business Day of receipt of Bunge's Response, or within one Business Day of when Bunge's Response was due ("**Escalation Notice**");

(e) upon receipt of the Escalation Notice, Bunge must use its reasonable endeavours to arrange a meeting between a senior manager at Bunge ("**Bunge Representative**") and the Client within 2 Business Days of receipt of the Escalation Notice. Where the Bunge Representative is unavailable for such a meeting within the timeframe specified, Bunge will make available a suitable alternative authorised representative ("**Alternate**") to meet with the Client within 2 Business Days of receipt of the Escalation Notice. To facilitate the expeditious resolution of disputes, the meeting can take place either face-to-face or by telephone;

(f) at the meeting, the Bunge Representative (or Alternate) and the Client will discuss the subject of the Dispute Notice and Bunge's Response and use its reasonable endeavours to reach an agreed outcome. Where such agreed outcome cannot be achieved, given the need for clarity, efficiency and certainty in this dispute resolution process, the Bunge Representative (or Alternate) will make a final decision in relation to the Dispute Notice and notify that decision and the reasons for that decision in writing to the Client within one Business Day of the meeting ("**Decision Notice**");

(g) in reaching the final decision set out in the Decision Notice, the Bunge Representative (or Alternate), acting on behalf of Bunge, must take into account the circumstances of the dispute and details set out in the Dispute Notice and, acting reasonably and in good faith, reach a decision that is consistent with the wording, or if that is unclear, the intent of these Protocols. In addition, the Bunge Representative (or Alternate) may also have regard to the objectives of:

(i) maximising the efficient operation of the Port Terminal;

(ii) minimising the adverse impact on port users;

(iii) maximising export throughput at the Port Terminal and through Bunge's Grain export supply chain; and

(iv) ensuring consistency of decisions.

12.2 Alternative dispute resolution

(a) Subject to clause 12.2(b) at any time a party may refer a dispute in relation to the negotiation of the terms of a Service Agreement to a mediator (if agreed with Bunge) or to an arbitrator, in each case in accordance with the Code.

(b) Clause 12.2(a) does not apply to disputes relating to the allocation of Long Term Capacity or Short Term Capacity in accordance with these Protocols.

12.3 Non-discriminatory access

(a) The ACCC may by notice in writing require Bunge to appoint an Auditor to provide a report in relation to Bunge's compliance with clause 10 of the Code in undertaking the Capacity allocation processes set out in Parts B and C of these Protocols. If the ACCC requires Bunge to appoint an Auditor, the provisions set out in Attachment 3 will apply.

(b) The ACCC may authorise any powers under this clause 12.3 on behalf of the ACCC.

13 Varying these Protocols

13.1 Variation of Protocols

(a) If Bunge is not an "exempt service provider" (as defined in the Code) in respect of Port Terminal Services provided at any Port Terminal Facility, any variations to these Protocols will be made in accordance with the Code.

(b) If Bunge is an "exempt service provider" (as defined in the Code) in respect of Port Terminal Services provided at any Port Terminal Facility, Bunge may vary these Protocols in respect of those Port Terminal Services by publishing on the Bunge Website and notifying Clients with an existing Services Agreement of:

(i) the proposed variations;

(ii) the reasons for the variations;

(iii) the proposed effective date of the variations; and

(iv) that Clients may make submissions on the variations within 10 Business Days, at least 20 Business Days before the proposed variations are to take effect.

(c) If Bunge decides to change the proposed variation in response to submissions received from Clients under clause 13.1(b), Bunge will, at least 3 Business Days before the commencement of the proposed variation, notify Clients of the changes on the Bunge Website, but will not be required to consult further.

(d) Notwithstanding any other provision of these Protocols, Bunge may unilaterally amend these Protocols on a temporary basis during any period of Force Majeure without complying with clause 13.1(a) or 13.1(b).

13.2 Code no longer applicable to a Port Terminal

(a) If Bunge becomes an "exempt service provider" (as defined in the Code) in respect of Port Terminal Services provided at any Port Terminal Facility (an "**Exempt Port Terminal Facility**"), Bunge may:

(i) by publishing a notice on the Bunge Website:

(A) exclude the operation of these Protocols in whole or in part to that Exempt Port Terminal Facility; or

(B) if it chooses, publish different protocols for that Exempt Port Terminal Facility,

in each case subject to compliance with the Code; and

(ii) elect to reduce the minimum amount of Short Term Capacity required to be provided under clause 3.12 by the amount of Short Term Capacity offered at that Exempt Port Terminal Facility in the Year immediately preceding the Year in which the Exempt Port Terminal Facility became an "exempt service provider" (as defined in the Code). For the avoidance of doubt, this will not affect the way that available Short Term Capacity is spread across the other Port Terminals (if any) in accordance with clause 3.12.

(b) Where the amount of Short Term Capacity required to be provided under clause 3.12 is varied by application of this clause 13.2, Bunge will publish details of the variation on the Bunge Website.

14 Bunge Website

Where Bunge has an obligation under these Protocols to publish information on the Bunge Website, Bunge will publish that information in a prominent position in the same location as the Shipping Stem.

15 Use of Information

The Client acknowledges and agrees that Bunge may publish information about the Client, including the identity of the Client, details of any application for Capacity and any Capacity allocated to the Client.

Attachment 1: Table A - Operational requirements

	Timeline	Vessel	Contract /Load Details	Stock Entitlement
1	No later than 60 days prior to the opening of the Slot	TBN	Clients must advise: • load Port; • tonnage; • commodity (by Shipping Parcel); • grade (by Shipping Parcel); • tonnage (by Shipping Parcel (min/max)); • destination (if known); • contact insecticide treatment allowance; • fumigation requirements; and • phytosanitary requirements.	Information not required at this point.
2	No later than 30 days prior to the first day of the Slot commencing	TBN	As per section 1 of this table	As per section 1 of this table
3	No later than 18 days prior to the opening of the first day of the booked Slot	TBN	In addition to the obligations in section 1 of this Table, Clients must advise: • required quality specifications (by Shipping Parcel); and • blend details by grade, Season, tonnage and Shipping Parcel.	Clients must provide details of stock entitlement including any Third Party Sites and/or Export Standard tonnes in accordance with clause 11.
4	On Naming of vessel	Clients must advise details of the Named vessel and the vessel's last three cargoes	Client must provide the vessel ETA In addition to the requirements in section 3 of this Table, Clients must advise destination (if not already provided)and request any, or all, of the following as required: • blending operations on loading; • pre shipment and shipping samples; and • fumigation certificate.	As per section 3 of this table

Notes to Table A:

(1) In the event that the Client requests a Booking Slot later than that required in accordance with Table A, the Client must satisfy all of its cumulative obligations owing and required under Table A for Bunge to accept the Booking.

(2) Changes, alterations and modifications to Table A information (other than the matters set out in clause 4 of these Protocols) provided by a Client in support of the Booking can be requested in writing by the Client. Bunge will respond to the request change within 5 Business Days of receipt. The Booking will be deemed to be varied as of the date of Bunge's written acceptance of the change and, subject to the other provisions of these Protocols, will not be deemed a new Booking. Please note:

- Bunge is not obliged to accept any requested variation and acceptance will depend on whether the requested change would be likely to compromise Bunge's operational efficiencies taking into account operational constraints (such as grain under fumigation), or unreasonably impact on other Clients. ***Charges may be applicable to cover the additional cost (if any) of accommodating requests***.

- If a Client does not comply with Table A requirements (as may be varied from time to time by Bunge's acceptance of information changes), this will be addressed in accordance with clause 10.1(a) of the Protocols. The booking fee is not refundable in these circumstances.

If the Client's requested change is not accepted by Bunge, the Client must indicate within 5 Business Days of receipt of notice of non-acceptance of the change to either leave the Booking unchanged, cancel the Booking or request a new Booking (if possible under these Protocols). If the Client fails to make this election the Booking will be deemed to be unchanged. The booking fee is not refundable in these circumstances.

(3) Bunge has no obligation to commence accumulation for a Booking until advised by the Client on the Booking Form of a Named vessel and a single ETA and the Client is compliant with Table A requirements.

Attachment 2: Transfer Notice

Name of Transferor: ……………………………………………………………………

Name of Transferee: ……………………………………………………………………

Date of notice: ………………………………………………………………………….

Original Booking date:

Date of Booking: …………………………………………………………….

Reference number (if applicable):

……………………………………………………. Original

Booking details:

Port Terminal: ………………………………………………………………..

Commodity type: …………………………………………………………….

Total Tonnage:……………………………………………………………….

Tolerance (Min/Max):………………………………………………………..

Treatment details:…………………………………………………………….

Load Grades:………………………………………………………………….

Shipment period:………………………………………………………………

(the "**Booking Details**")

The Transferor wishes to transfer, and the Transferee wishes to accept the transfer of, the above Booking or part Booking ("**Booking**") in accordance with clause 5 of the Port Loading Protocols.

The Transferor and Transferee acknowledge and agree that:

1. the Transferee is responsible to Bunge Operations Pty Ltd ("**Bunge**") for all fees payable in respect of the Booking.

2. The Transferee's relevant Services Agreement and the Port Loading Protocols will apply to the execution of the Booking by the Transferee.

3. Bunge is not responsible for, and has no liability in connection with, the arrangements between the Transferor and Transferee in respect of the transfer of the Booking.

4. This notice cannot be revoked once signed by the Transferor and Transferee and provided to Bunge.

5. Words used in this notice have the same meaning as in the Port Loading Protocols.

6. Within 7 days of both parties signing this form, the Transferee must submit a replacement Booking Form to Bunge.

Note: The replacement Booking form must include the same Booking Details as the original Booking (set out above) or, otherwise, include variations to the original Booking Details which have been agreed to, in writing, by Bunge. For example, if the Load Grades of the replacement Booking differs from the Load Grades of the original Booking, the Transferee must inform Bunge of this variation, and receive agreement from Bunge to the proposed variation in writing.

The replacement Booking Form must be compliant with all requirements in Table A of the Port Loading Protocols.

SIGNED BY

………………………………………	…………………………………...
(Signature)	(Signature)
…………………………………………	………..………………………...
(Name)	(Name)
On behalf of the Transferor	On behalf of the Transferee

Attachment 3: Auditor

1. Audit on outcome of capacity allocation

(a) (**Proposed Auditor**) If the ACCC issues a notice under clause 12.3(a) of the Protocols, Bunge will, within 5 Business Days, advise the ACCC in writing of the identity of the person that it proposes to appoint as the Auditor, together with such information or documents (including the proposed terms of engagement) that the ACCC requires to assess the skill and independence of the Proposed Auditor.

(b) (**Independence of Auditor**) The Proposed Auditor must be a person who has the relevant skill to perform the role of Auditor and is independent of Bunge. Without limitation, an Auditor is not independent if they:

(i) are a current employee or officer of Bunge;

(ii) have been an employee or officer of Bunge in the past 36 months;

(ii) in the opinion of the ACCC, hold an interest in Bunge;

(iii) have been a professional adviser to Bunge within the past 36 months;

(iv) have a contractual relationship, or are an employee or contractor of a firm or company that has a contractual relationship, with Bunge;

(v) are a supplier, or are an employee or contractor of a firm or company that is a supplier, of Bunge; or

(vi) are a customer, or are an employee or contractor of a firm or company that is a customer, of Bunge.

(c) (**Appointment of Auditor**) If, within 5 Business Days of receipt by the ACCC of the information or documents from Bunge referred to in clause 1(a) of this Attachment 3, or such further period as required by the ACCC and notified to Bunge:

(i) the ACCC does not object to the Proposed Auditor, Bunge will appoint the Proposed Auditor as Auditor as soon as practicable thereafter (but in any event within 5 Business Days) on terms approved by the ACCC and consistent with the performance by the Auditor of its functions as set out in these Protocols (including a requirement for the Auditor to consider the matters set out in clause 1(d) below), and forward to the ACCC a copy of the executed terms of appointment of the Auditor; or

(ii) the ACCC does object to a Proposed Auditor, Bunge will as soon as practicable (but in any event within 5 Business Days) appoint a person identified by the ACCC at its absolute discretion as the Auditor on terms approved by the ACCC and consistent with the performance by the Auditor of its functions under these Protocols (including a requirement for the Auditor to consider the matters set out in clause 1(d) below).

(d) (**Matters to be considered by Auditor**) The terms of appointment for the Auditor must require the Auditor, in preparing its written report, to have regard to the following matters:

(i) the requirements in clause 10 of the Code;

(ii) whether Bunge has complied with the terms of these Protocols;

(iii) if the matter under consideration by the Auditor relates to the allocation of Long Term Capacity, whether that allocation is reasonable in all the circumstances, having regard to:

(A) the size and significance of Bunge as a Client that exports Grain through the Port Terminals;

(B) whether any allocation of Long Term Capacity may involve a systemic, material or unreasonable outcome in favour of Bunge as a Client (noting that Bunge is entitled to use its own infrastructure and, as a significant Client, there are circumstances in which highly demanded Long Term Capacity will justifiably be allocated to Bunge);

(C) the reasonableness of efforts made by Bunge to accommodate initial demand for Long Term Capacity and to negotiate satisfactory Long Term Capacity outcomes for both Bunge and other Clients; and

(D) Bunge's reasons for allocating Long Term Capacity in the manner that it did. Bunge will document its reasons for any allocation of Long Term Capacity under clause 3.6(g) of the Protocols at the time of such allocation, and will make those written reasons available to the Auditor.

(e) (**Provide report to ACCC**) Bunge will, within 30 Business Days of the date on which the Auditor is appointed in accordance with clause 1(c) of this Attachment 3, provide to the ACCC a written report from the Auditor in relation to Bunge's compliance with its obligations under clause 10 of the Code. This date may be extended by agreement with the ACCC, in particular noting that Bunge must have at least 5 Business Days to review and comment on the draft report prepared by the Auditor.

(f) (**Information to Auditor**) Bunge will provide to the Auditor any information or documents requested by the Auditor that the Auditor reasonably considers necessary and relevant for fulfilling its obligations in relation to compliance by Bunge with its obligations under clause 10 of the Code or for reporting to or otherwise advising the ACCC.

(g) (**Bunge's obligations**) Bunge will:

(i) procure the Auditor to provide information or documents or access to the ACCC, as required by the ACCC to ensure compliance with this Attachment 3;

(ii) direct its personnel, including directors, managers, officers, employees and agents to act in accordance with the obligations set out in this Attachment 3 and ensure such personnel are aware of the Auditor and its role; and

(iii) provide access, information and/or documents required by the Auditor.

(h) (**Cost of Auditor**) Bunge will maintain and fund the Auditor and will indemnify the Auditor for reasonable expenses and any loss, claim or damage arising from the proper performance by the Auditor of functions required to be performed by the Auditor under these Protocols.

(i) (**Limit on audits**) The ACCC must not require Bunge to appoint an Auditor to undertake an audit under clause 12.3 of the Protocols more often than once in each 12 month period.