

Supplying Grower Rice Seed Purchase and Rice Paddy Supply Terms 2022/23 (“Terms”)

1 DEFINITIONS

In this Contract:

- (a) **“2023 Indicative Harvest Receival Plan”** means the 2023 Indicative Harvest Receival Plan which can be obtained on the SunRice Grower Services Website or by contacting Grower Services on 1800 654 557 for a copy.
- (b) **“2023 Harvest Arrangement Circular”** means the 2023 Harvest Arrangements Circular which will be available around March 2023 and which will then be available on the SunRice Grower Services Website or by contacting Grower Services on 1800 654 557 for a copy. The 2023 Harvest Arrangement Circular will amend and override the 2023 Indicative Harvest Receival Plan to the extent of any inconsistency.
- (c) **“Anti-Bribery Laws”** means all applicable legislation and regulations and any policies with the force of law in any jurisdiction relating to anti-bribery and anti-corruption, being all laws around the world that generally prohibit bribery of governmental officials or any other giving or receiving of bribes between private commercial parties in connection with conducting business, including Chapter 4, Division 70 of the *Criminal Code Act 1995* (Cth) (Australia).
- (d) **“Authorised Buyer”** has the meaning given to it under the *Rice Marketing Act 1983* (NSW).
- (e) **“Best Management Practice”** means the then current “Rice Growing Guide”, “Rice Crop Protection Guide” and the “Rice Variety Guide” each published by New South Wales Department of Primary Industries and available on the Department’s website: www.dpi.nsw.gov.au.
- (f) **“Business Ethic Laws”** means the laws applicable to the Grower in relation to the following:
 - (i) fundamental human rights and in particular the prohibition of:
 - (A) using child labour and any form of forced or compulsory labour; and
 - (B) organising or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors;
 - (ii) labour, immigration and prohibition of illegal work; and
 - (iii) anti-money laundering.
- (g) **“Collateral”** means each of the Seed, the Paddy and their proceeds.
- (h) **“Contract”** means the Order Form, these Terms, the 2023 Indicative Harvest Receival Plan and, once finalised, the 2023 Harvest Arrangements Circular.
- (i) **“Delivery”** has the meaning given in clause 4.5.
- (j) **“Grower”** means a Supplying Grower.
- (k) **“GrowRice Facility”** has the meaning given in clause 4.3(b).
- (l) **“GrowRice Undertaking”** has the meaning given in clause 7.1(a).
- (m) **“MapRice GIS”** means the online seed ordering tool accessible through the SunRice Grower Services Website.

- (n) **“MT”** means metric tonnes.
- (o) **“Nominated Hectares”** means the hectares nominated in the Order Form.
- (p) **“Nominated Period”** means 1 March 2023 – 30 June 2023.
- (q) **“Order Form”** means the order form document titled “Supplying Grower Rice Seed Order Form & Paddy Supply Offer Form 2022/23” or the seed order page on MapRice GIS.
- (r) **“Paddy”** means the rice paddy grown from the Seed.
- (s) **“Paddy Pricing Policy”** means the “Paddy Pricing Policy” available on the SunRice Investors Website or by contacting Grower Services on 1800 654 557 for a copy.
- (t) **“PBR Seeds”** means Reiziq[Ⓛ], Opus[Ⓛ], Sherpa[Ⓛ], Topaz[Ⓛ], Viand[Ⓛ] and V071[Ⓛ].
- (u) **“Price”** has the meaning given to that term in clause 6.1(a).
- (v) **“Quality Specifications”** means the “Quality Specifications and Discounts” available on the SunRice Grower Services Website or by contacting Grower Services on 1800 654 557 for a copy.
- (w) **“Receival Point/s”** means any depot specified by SunRice for receival of the Paddy.
- (x) **“Rice Biosecurity Zone”** means the biosecurity zone established under the NSW *Biosecurity Regulation* 2017, being, Local Government Areas of Balranald, Berrigan, Carrathool, Edward River, Federation, City of Griffith, Hay, Leeton, Murray River, Murrumbidgee and Narrandera.
- (y) **“Rice Levy”** means the levy imposed by the Department of Agriculture, Fisheries and Forestry on rice varieties.
- (z) **“Ricegrowers Supplier Sustainability Program”** means the SunRice program of engagement with its supply chain partners in relation to the environmental, social and ethical business performance of its supply chain.
- (aa) **“Seed”** has the meaning given to that term in clause 2.1.
- (bb) **“Seed Order Confirmation”** means the written confirmation sent or to be sent to the Grower by SunRice following the receipt of a completed Order Form from the Grower.
- (cc) **“Share of Proceeds Form”** means the Share of Proceeds Form which needs to be, or has been, filled out if the Contract is subject to shared farming arrangements. The Form can be obtained by contacting Grower Services on 1800 654 557 for a copy
- (dd) **“SunRice Grower Services Website”** means <https://www.sunrice.com.au/grower-services/>.
- (ee) **“SunRice Supplier Sustainability Code”** means the SunRice Supplier Sustainability Code available at <https://www.sunrice.com.au/suppliersustainabilitycode>.
- (ff) **“SunRice Investor Website”** means <https://www.investors.sunrice.com.au/Investors/?page=corporate-governance>.
- (gg) **“Supplying Grower”** means a grower who has filled out the Order Form.
- (hh) **“Tolerance”** means within 12MT or 5%, whichever is the lesser.
- (ii) **“Variety”** means the variety/varieties specified in the Order Form.

All other capitalised terms have the meaning given in the Order Form.

- 2.1 **Offer Only:** The Order Form constitutes an offer by the Grower to purchase rice seed (“**Seed**”) on the terms of this Contract. This offer is not binding on Ricegrowers Limited (“**SunRice**”) until SunRice confirms its acceptance by sending the Seed Order Confirmation.
- 2.2 **Seed Ballots:** While SunRice intends to accept offers to purchase Seed for the 2022/23 season on a first in first served basis, it reserves the right to conduct ballots for accepting offers if deemed necessary.

3 PURCHASE OF SEED

- 3.1 **Seed Prices:** The Grower acknowledges that Seed it offers to buy and commits to grow for SunRice before sowing in accordance with this Contract will be supplied at the seed price set out in the Order Form and is payable either on collection or as a deduction from crop proceeds to be made by SunRice, depending on which option has been ticked on the Order Form.
- 3.2 **Variations:** The Grower can request a variation to the Variety and/or seed tonnage as indicated on the Order Form by phone call, fax or email to SunRice Grower Services. SunRice is not obliged to accept variations requested. If a variation is accepted by SunRice, SunRice will confirm the variation in writing and the variation will be effective from that time.
- 3.3 **Passing of Title and Risk in Seed:** Risk in Seed passes from SunRice to the Grower on collection. Title to the Seed passes from SunRice to the Grower upon receipt of payment from the Grower. The Grower acknowledges and agrees that:
- (a) the Grower grants a security interest in the Collateral to SunRice to secure the performance of the Grower’s obligations under this Contract;
 - (b) the security interest granted to SunRice under paragraph (a) above is, for the purposes of section 85 of the *Personal Property Securities Act 2009* (Cth) (“**PPSA**”), granted for value and granted to enable the Seed and the Paddy to grow;
 - (c) nothing in this Contract is intended as an agreement that a security interest under this Contract attaches at a later time than the time specified in section 19(2) of the PPSA, and the Grower has not made any other agreement with SunRice to vary the time of attachment of a security interest except in any express written agreement between the parties;
 - (d) it will not allow anything to be done or act in a way that might adversely affect the security interest in the Collateral that is granted to SunRice by virtue of this clause, or permit to be registered a financing change statement in relation to the Collateral in favour of a third party without the consent of SunRice;
 - (e) it will provide any consents, authorities, information or documents that are reasonably necessary for SunRice to effect registration of its security interest on the Personal Property Securities Register, if requested by SunRice;
 - (f) if SunRice is entitled to enforce its security interest in the Collateral, SunRice or its representatives may (at the cost of the Grower) access the Grower’s property or site on which the Seed is stored or the Paddy is being grown and take all action as it reasonably believes necessary or desirable to continue to grow and supply the Paddy to SunRice, and the Grower irrevocably appoints each of SunRice and its representatives as the Grower’s attorney to do anything that SunRice reasonably considers necessary or desirable in connection with the exercise of its rights under this clause;
 - (g) it will and hereby does indemnify SunRice for all of its direct costs associated with enforcing its security interest; and
 - (h) to the extent permitted by law, SunRice and the Grower contract out of sections 95, 118, 121(4), 125, 130, 132, 132(3)(d), 132(4), 135, 137(3), 142 and 143 of the PPSA.

The terms used in this clause have the respective meanings given to those terms in the PPSA, unless otherwise defined.

3.4 Return of unused Seeds:

- (a) Subject to (b) below, any Grower located inside the Rice Biosecurity Zone must return any unused Seed to SunRice for a refund at the purchase price if the Seed is not used before 15 December 2022

(unless agreed otherwise in writing by SunRice). The refund will be subject to the Seed being in the same condition as it was supplied to the Grower and the refund may be discounted by a reasonable amount reflecting the reduced quality if the condition of the Seed has deteriorated.

- (b) In the event the Grower transports or stores unused Seed intended for planting for the 2022/23 season outside the Rice Biosecurity Zone:
- (i) the unused Seed must, at the Grower's own expense, be milled or destroyed unless otherwise agreed in writing by SunRice; and
 - (ii) the Grower must provide SunRice with a statutory declaration confirming that the unused Seed was destroyed.

3.5 **Restrictions on use of PBR Seeds:** In relation to PBR Seeds, the Grower acknowledges and agrees that:

- (a) the PBR Seeds may only be used for the purpose of cultivating and growing Paddy to sell to SunRice;
- (b) it will not offer for sale, sell or otherwise market the PBR Seeds, propagating material derived from those PBR Seeds or harvested material derived from planting the PBR Seeds for further propagation of the Variety to any person other than SunRice; and
- (c) it will not use the PBR Seeds, propagating material derived from those PBR Seeds or harvested material derived from planting the PBR Seeds for any further propagation of the variety or for the purpose of creating any Essentially Derived Varieties, Dependent Varieties or any other variety.

For the purpose of this clause 3.5, **Essentially Derived Variety** and **Dependent Variety** have the meaning given to those terms under the *Plant Breeder's Rights Act 1994* (Cth).

4 SUPPLY OF PADDY

4.1 **Paddy Committed to SunRice:** The Grower agrees that it will plant and grow each Variety of Seed supplied under the Order Form and supply SunRice with all the Paddy produced.

4.2 **Supply of the Paddy:** The Grower must supply the Paddy of an acceptable and merchantable quality at the Receival Point determined by SunRice within the Nominated Period. SunRice will assess the quality of all Paddy in accordance with the Quality Specifications.

4.3 **Obligation to Perform:**

- (a) The Grower is responsible for, and is required to provide, all inputs to grow the Paddy, including water. The Grower acknowledges and agrees that it will plant the Seed within 3 months of the date that SunRice accepts this offer.
- (b) A fee will be payable by the Grower in the event that the Grower does not deliver at least 50% of the Regional Varietal Average (as defined in clause 4.3(c)) multiplied by the Nominated Hectares (outside the Tolerance) ("**Wash-Out Fee**"). The Wash-Out Fee will be \$50MT multiplied by the volume shortfall below 50%. The Grower acknowledges that the Wash-Out Fee is a genuine pre-estimate of the loss which SunRice may incur in sourcing replacement rice in the event that the Grower does not comply with its obligation to perform under this clause. SunRice will use reasonable endeavours to manage and mitigate the costs of sourcing replacement rice. Any outstanding liabilities associated with the provision of any GrowRice facility by Moneytech Finance Pty Ltd (ACN 112 110 906) ("**MoneyTech**") to the Grower ("**GrowRice Facility**") are payable by the Grower in addition to the Wash-Out Fee.
- (c) **Regional Varietal Average** means the regional average for the varietal for the Murrumbidgee Irrigation Area (MIA), Coleambally Irrigation Area (CIA), Eastern Murray Valley (EMV) and Western Murray Valley (WMV) for the last 5 years (as published on the SunRice Grower Services Website).

4.4 **Delivery Obligation:** All Paddy must be delivered immediately after harvest to SunRice, at a receival depot designated by SunRice for the Variety. SunRice will provide paddy receival services for this Paddy. The Receival Point/s will be communicated to the Grower prior to harvest and, as far as possible, will take into account the location of where the Paddy is produced. The Grower may be entitled to re-direction payments if the harvest plan and Receival Point/s change. These payments are set out in the Harvest Arrangements Circular which can be obtained on the SunRice Grower Services Website.

- 4.5 **Delivery:** Notwithstanding anything to contrary (including, but not limited to, in the 2022/23 Crop Seed Circular) delivery of the Paddy in accordance with this Contract is deemed to have occurred on the date on which SunRice makes the final payment for the Paddy to the Grower in accordance with this Contract (“**Delivery**”).
- 4.6 **Determining quantity received:** After it takes physical possession of the Paddy, SunRice will, in its reasonable discretion, determine the total quantity of Paddy received from the Grower in accordance with this Contract. The Grower will be bound by SunRice’s determination in the absence of manifest error.
- 4.7 **Title and risk:** Notwithstanding anything to contrary (including, but not limited to, in the 2022/23 Crop Seed Circular), risk in the Paddy passes to SunRice at the Receiving Point. Title in the Paddy passes to SunRice on Delivery. The Grower authorises SunRice to undertake any processes in respect of the Paddy as SunRice determines.
- 4.8 **Encumbrances:** All Paddy must, at the time of delivery, be free from any mortgage, charge, encumbrance or third party right. The Grower must notify SunRice if a crop lien or any other encumbrance exists or is created over the payments for Paddy. In such case, SunRice may request that the Grower enters into a “Grower Deduction Authority Form”, under which the Grower authorises and directs SunRice to pay the amounts that SunRice would otherwise pay to the Grower by way of the purchase price for Paddy directly to the third party.
- 4.9 **Force Majeure:**
- (a) If the Grower is unable to deliver all Paddy as a result of a force majeure event and notifies SunRice immediately of the details (including nature, duration, impact and steps taken to ameliorate the event), the Grower’s obligations under clauses 4.1, 4.2, 4.3(b), 4.4 and 4.5 are suspended to the extent that it is affected by the force majeure event
 - (b) If the Grower is unable to deliver the Paddy by the date that is 45 days after the expiry of the Nominated Period, SunRice may terminate this Contract by written notice to the Grower.
 - (c) For the avoidance of doubt, the Grower will not be paid for any Paddy that is not delivered to SunRice.
 - (d) For the purposes of this clause 4.9, a force majeure event means an event that is beyond the reasonable control of the Grower and includes an act of war (whether declared or not), terrorism, the mobilisation of armed forces, civil commotion or riot, industrial action or labour disturbance, act of government, storms, bushfires, floods, cold induced sterility, and other natural disasters.
- 4.10 **Maximum Liability:** Subject to clause 7.1, the maximum aggregate liability of the Grower to SunRice for any breach of this Contract relating to its supply of Paddy to SunRice is limited to an amount equal to any Wash-Out Fee.

5 QUALITY OF PADDY

- 5.1 **Acceptance/rejection:** SunRice is not obliged to accept any Paddy under this Contract which does not meet the requirements of the Quality Specifications, whether in whole or in part (“**Substandard Paddy**”). If the Grower delivers Substandard Paddy, SunRice may (in its discretion), elect to:
- (a) reject the Substandard Paddy in whole or in part and not pay for it; or
 - (b) accept the Substandard Paddy in whole or in part at a price lower than the Price (to be offered by SunRice in its discretion).
- 5.2 **Pure Seed:** The Grower agrees that all Paddy it supplies to SunRice under this Contract must be grown from the Seed(s) supplied to the Grower under this Contract or a seed source approved by SunRice.
- 5.3 **Crop Information and Inspection:** The Grower authorises SunRice to obtain any information it reasonably requires about the rice crop being grown for supply to SunRice or the farm specified on the Order Form (“**Farm**”) and from the entity supplying water to the Farm. The Grower also authorises SunRice representatives to inspect the rice crop/s being grown for supply to SunRice on reasonable notice to the Grower. SunRice will endeavour to provide 48 hours’ prior notice to such inspection.

- 5.4 **Best Management Practice:** The Grower must do everything reasonably possible to grow the Paddy using Best Management Practice to produce and deliver Paddy that meets the 2022 SunRice's Quality Specification, which can be obtained from the SunRice Grower Services Website.
- 5.5 **Compliance with regulations:** The Grower must ensure that all Paddy delivered under this Contract complies with all federal and state chemical and pesticide regulations.

6 PRICE AND PAYMENT

6.1 Payment:

- (a) SunRice will purchase all Paddy produced at the paddy prices determined by SunRice in accordance with SunRice's Paddy Pricing Policy, subject to the Paddy meeting the Quality Specifications (the "**Price**").
- (b) The Grower further acknowledges that the price paid for Paddy by SunRice under this Contract may be lower than the price offered under a fixed price contract.
- (c) The Grower acknowledges that payments throughout the life of the pool will be based on the lower end of the published pool rate, and the total amount owing to the Grower throughout the life of the pool will be calculated at the end of the pool term. If additional amounts are owed to the Grower, SunRice will pay this amount in the final pool payment.
- (d) SunRice may provide options to the Grower in relation to how these payments are drawn down and received. Details of these payment options will be provided by SunRice prior to harvest.

7 OTHER TERMS

7.1 **GrowRice Facility:** Where the Grower has entered into a GrowRice Facility, the Grower acknowledges and agrees:

- (a) to comply with the terms and conditions of the GrowRice Facility and its obligations under the document entitled 'GrowRice – Grower undertaking' between the Grower and SunRice for the planting and sale of rice to SunRice in C2023 ("**GrowRice Undertaking**"), including its obligation to transfer to SunRice any water purchased using the GrowRice Facility prior to sowing, to be released by SunRice following a satisfactory crop inspection carried out by SunRice or its representatives;
- (b) to the extent the law permits:
- (i) the Grower grants a security interest in any water transferred by it to SunRice to secure the Grower's obligations under this Contract and the GrowRice Undertaking;
- (ii) if the Grower fails to comply with its obligations under this Contract or the GrowRice Undertaking, including a failure to pass the requisite crop inspection to SunRice's satisfaction, SunRice may sell any water transferred to it by the Grower and apply the proceeds for the sale towards repayment of any outstanding amounts owed by the Grower to MoneyTech under any GrowRice Facility; and
- (iii) the Grower waives its rights to receive any notice that is required by any law before a secured party or receiver exercises a right, power or remedy, and any time period that must otherwise lapse under any law before a secured party or receiver exercises a right, power or remedy; and
- (c) notwithstanding any other terms, any amounts owed by SunRice to the Grower under this Contract may be paid directly to MoneyTech in repayment of any outstanding amounts owed by the Grower to MoneyTech under any GrowRice Facility.

7.2 **Export restriction:** The Grower acknowledges that the *Rice Marketing Act 1983* (NSW) ("**Act**") regulates the sale and purchase of rice grown in NSW ("**NSW Rice**") within Australia. If the Grower is not an Authorised Buyer appointed under the Act or an end user of the NSW Rice, the following provisions apply:

- (a) The Grower must not sell or supply any of the NSW Rice to persons outside of Australia.
- (b) The Grower must not sell or supply any of the NSW Rice to persons (subsequent buyers) within Australia, other than end users of the NSW Rice, unless the sale or supply is made under a written

contract including provisions that prohibit the subsequent buyer from selling or supplying any of the NSW Rice to persons outside of Australia.

- 7.3 **Authorised Buyer Undertaking:** The NSW Rice Marketing Board has appointed SunRice as an Authorised Buyer (Licence Number 2008/0005) under Section 51 (1) of the Act. The Grower acknowledges that the NSW Rice Marketing Board does not accept any responsibility for the contractual arrangements between the Grower and SunRice.
- 7.4 **Payment of Statutory Levies:** SunRice will collect the statutory Rice Levy from paddy payments due to the Grower and remit the Rice Levy to the Australian Government Levies Revenue Service on behalf of the Grower.
- 7.5 **Set-Off:** Whenever any amount is recoverable from or payable by the Grower under this Contract relating to its supply of Paddy to SunRice, the amount may be deducted from any sum then due or which at any time thereafter may become due to the Grower under this Contract. Exercise by SunRice of its rights under this clause shall be without prejudice to any other rights or remedies available to SunRice under the contract, or otherwise at law or in equity.
- 7.6 **Compliance with SunRice policies:** The Grower:
- (a) acknowledges that any supply of Paddy to SunRice needs to conform to the policies and procedures SunRice implements to meet its obligations under chain of responsibility load mass limits;
 - (b) must ensure that its employees, agents and contractors comply with, all safety, health and environment policies in place at receival depots;
 - (c) must comply with Anti-Bribery Laws and Business Ethics Laws; and
 - (d) must comply with SunRice's Anti-Bribery and Corruption Policy, the SunRice Supplier Sustainability Code, the Ricegrowers Supplier Sustainability Program and other policies are [accessible here](#).

The policies referred to above will be taken as at 1 September 2022 and any amendment to the policies after this date will not apply to this Contract unless agreed with the Grower.

- 7.7 **GST:**
- (a) Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act
 - (b) Unless otherwise expressly stated:
 - (i) the price of Seed payable by the Grower, in accordance with these Terms; and
 - (ii) the Paddy price payable by SunRice, in accordance with these Terms and the Paddy Pricing Policy,are exclusive of GST.
 - (c) The Grower warrants that it is registered or required to be registered for GST and agrees that SunRice will be responsible for providing a valid recipient created tax invoice to the Grower for any sale of Paddy subject to GST.
 - (d) If GST is imposed on a supply of Seed made by SunRice to the Grower, the consideration for the supply is increased by an amount equal to the consideration otherwise payable for the supply (the price of Seed excluding GST) multiplied by the rate at which the GST is imposed under the GST law. The additional consideration is, subject to SunRice, as the supplier of the Seed, issuing a tax invoice to the Grower, as the recipient of the supply, payable by the Grower at the same time as the consideration to which it relates
 - (e) If GST is imposed on a supply of Paddy made by the Grower to SunRice, the consideration for the supply is increased by an amount equal to the consideration otherwise payable for the supply (the price of Paddy excluding GST) multiplied by the rate at which the GST is imposed under the GST law. The additional consideration is, subject to SunRice, as the recipient of the Paddy, issuing a recipient created tax invoice to the Grower, as the supplier, payable by SunRice at the same time as the consideration to which it relates.

- (f) If either SunRice or the Grower, in accordance with these Terms and the Paddy Pricing Policy, as the case may be, is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred, then the amount of the reimbursement must be reduced by an amount equal to any input tax credit to which the party being reimbursed is entitled in relation to that loss, cost, expense or outgoing.
 - (g) Whenever an adjustment event occurs in relation to any taxable supply of Seed, SunRice, as the supplier, must determine the net amount payable in respect of GST in relation to the supply (taking into account any adjustments) and if that amount differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the Grower, as the recipient, as applicable and SunRice shall issue an adjustment note to the Grower.
 - (h) Whenever an adjustment event occurs in relation to any taxable supply of Paddy, SunRice, as the recipient, must determine the net amount payable in respect of GST in relation to the supply (taking into account any adjustments) and if that amount differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to SunRice, as the recipient, as applicable and SunRice shall issue an recipient created adjustment note to the Grower.
- 7.8 **Inconsistency:** This Contract as amended and varied from time to time amend and override any other terms agreed between the parties relating to matters covered by this Contract to the extent of any inconsistency.
- 7.9 **Shared farming:** If the Grower Details specify more than one Grower, then:
- (a) the rights and obligations set out in this Contract apply severally to each of those Growers in accordance with the respective proportions specified in the Share of Proceeds Form;
 - (b) the amount payable to each Grower under this Contract will be calculated in accordance with the proportions specified in the Share of Proceeds Form; and
 - (c) each Grower authorises SunRice to pay the amount specified in paragraph (b) above into their nominated bank account as previously notified to SunRice.
- 7.10 **Dispute Resolution:** Any dispute arising out of or in connection with this Contract ("**Dispute**") will, unless otherwise expressly agreed to the contrary by the parties, be resolved in accordance with this clause:
- (a) Any party claiming that a Dispute has arisen must notify the other party in writing giving details of the Dispute ("**Dispute Notice**").
 - (b) Within 5 business days of a party giving the other a Dispute Notice, a senior representative from each party will meet and use reasonable endeavours acting in good faith to resolve the Dispute by joint discussions.
 - (c) If the senior representatives are unable to resolve the Dispute within 5 business days, either party may, by notice in writing, refer the dispute to an independent arbitrator appointed by the parties. If the parties cannot agree on the appointment of an arbitrator within a further 5 business days, either party may request the Institute of Arbitrators and Mediators Australia to appoint an independent arbitrator to resolve the Dispute.
 - (d) The arbitrator may specify the process for resolving the Dispute. The decision of the arbitrator will be binding. Unless specified otherwise by the arbitrator, each party will bear their own costs in respect of the arbitration and the arbitrator's costs will be shared equally.
 - (e) Nothing in this clause prevents any party from seeking urgent interim orders from a court.
- 7.11 **Confidentiality:** The Grower must keep the terms of this Contract, and any other information relating to the negotiation of this Contract, strictly confidential, unless it is required by law or with SunRice's written consent. This obligation survives termination of this Contract.
- 7.12 **Authority:** The signatory warrants that they are duly authorised to sign the Order Form on behalf of the Grower.
- 7.13 **Applicable Law:** This Contract is governed by the laws in the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of that place.

7.14 **Entire Agreement:** This Contract and any documents expressly referred to herein constitute the entire agreement between the parties about this subject matter and supersedes all previous agreements, representations, understandings and negotiations on the subject matter.