



## AUTHORITY TO ACT GRAIN MATE

**PURPOSE:** This form is to be used by a Grower and its Grower Representative to notify Emerald that the Grower has appointed the Grower Representative to undertake transactions on the Grower's Grain Mate account on the Grower's behalf in accordance with the terms and conditions contained in this Authority to Act.

Completed forms are to be emailed to [growerservices@emeraldgrain.com](mailto:growerservices@emeraldgrain.com) for processing.

### 1. GROWER DETAILS

<b>PAYEE NUMBER (required):</b>		For NSW/VIC/SA/QLD: This is your unique Payee ID as found on your payment paperwork and is different to your NGR delivery card number.	
Name of Grower:			
Company name (if applicable):	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Partnership	Trustee details: <input type="checkbox"/> Private Company <input type="checkbox"/> Other (please provide details below) Trust ABN	
Trading as:			
Address or registered company address city, state, post code:	ABN/ACN:		
	Phone   Mobile:		
	E-mail:		

### 2. GROWER REPRESENTATIVE DETAILS

A Grower Representative is a broker, consultant or Agent who has been appointed by the Grower and who the Grower authorises to access, including access by the Grower Representatives Authorised Party, that Grower's information and to perform and execute transactions on behalf of the Grower on the Grower's Grain Mate account.

<input type="checkbox"/> Add new Grower Representative	Effective Date:	
	Name of Grower Representative:	
	Company Name (if applicable):	
	ABN/CAN:	
	Trading as:	
	Phone   Mobile:	
	E-mail:	
<input type="checkbox"/> Revoke Authority to Act	Effective Date:	
	Name of Grower Representative:	

### 3. TERMS AND CONDITIONS AND ACKNOWLEDGEMENT

By executing this Authority to Act each of the Grower and the Grower Representative (**You or Your**) declare and warrant that:

1. if You are the Grower, that You are registered on Grain Mate and You have received a copy of the Emerald Grain Cash Contract General Terms and Conditions and agreed to be bound by those terms and conditions;
2. if You are the Grower Representative, the Grower has appointed You and You have agreed to act on behalf of the Grower;
3. if You are the Grower, that the Grower Representative and any Authorised Party of the Grower Representative has authority to act on Your behalf and has the authority to access Your information on Grain Mate and to perform and execute transactions on Your behalf and there has been no condition, restriction, limitation or exclusion that has been placed on the appointment;
4. the authority will be in force until revoked by You by completing section 2 and returning the signed form to Emerald;
5. You agree to be bound by the terms and conditions in this Authority to Act and the Conditions of Use of Emerald Grain Mate;
6. You acknowledge and agree that Emerald is not liable for any claim, suit, action, complaint, direct or indirect or consequential loss, cost (including legal costs), expense, charge, fee, tax, penalty or damages whatsoever incurred by the You (collectively, the **Loss**) by acting in accordance with instructions provided by You;
7. You shall hold Emerald harmless and agree to indemnify and keep indemnified Emerald against any Loss arising from any breach of this Agreement by You or any wilful or negligent act or omission by You or any breach of any applicable law by You.

### 4. SIGNATURES

By signing this Authority to Act You warrant that: You have read and understood the form; You have the legal authority and capacity to enter into and be bound by the terms and conditions set out in herein; and all information provided by You in this Authority to Act is complete, true and correct and not misleading.

\_\_\_\_\_  
Signature of Authorised Representative of the  
**Grower**

\_\_\_\_\_  
Signature of the Authorised Representative of the  
**Grower Representative**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Date:

Date:

#### Privacy Statement

Emerald collects personal information of individuals for the purposes of administering the services it provides to grower sellers and customers (**Business Information**). For these purposes, Emerald may disclose or receive personal information or documents about you to/from its related bodies corporate, including those in Japan and Singapore; companies that are contracted by Emerald to operate Emerald Grain storage facilities, the National Grower Register Pty Ltd; or as required by law or law enforcement agencies. While you are not obligated to provide any personal information requested by Emerald, if you choose not to do so where We require this information, We are unlikely to be able to provide you with the services that you require. Emerald's Privacy Collection Statement sets out how it collects, uses, holds and discloses personal information and credit related information and both are incorporated into this Application. To access the PCS please click here <http://emeraldgrain.com/wp-content/uploads/2015/11/Privacy-Collection-Statement-Emerald-Grain-00078494-2xBDA4D.pdf>