



### 3. TERMS AND CONDITIONS AND ACKNOWLEDGEMENT

By executing this Notice the Grower Representative (**You or Your**) declares and warrants that:

1. the Grower has appointed You and You have agreed to act on behalf of the Grower in accordance with the Authority to Act form;
2. You have the authority to act on the Grower's behalf and have the authority to access the Grower's information on Grain Mate and to perform and execute transactions on its behalf and there has been no condition, restriction, limitation or exclusion that has been placed on the appointment;
3. You agreed to be bound by the terms and conditions in the Authority to Act, the Conditions of use of Emerald Grain Mate and the Emerald Grain Cash Contract General Terms and Conditions;
4. 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 Grower or You or Your Authorised Party (collectively the **Loss**) by acting in accordance with instructions provided by You or Your Authorised Party on behalf of the Grower;
5. You shall hold Emerald harmless and agrees to indemnify and keep indemnified Emerald against any Loss arising from any breach of this Agreement by You or by Your Authorised Party or any wilful or negligent act or omission by You or by your Authorised Party or any breach of any applicable law by You or by Your Authorised Party.

### 4. SIGNATURES

By signing this Notice 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 Notice is complete, true and correct and not misleading.

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

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

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>