

## PREPAY AND GROW AGREEMENT

### AGREEMENT DETAILS

<b>Customer</b>		ACN/ABN:	
<b>Address</b>			
<b>Contact</b>	Mobile:	Telephone:	Email:
<b>Existing Credit Application</b>	Yes Insert application reference:	No	
<b>Payment Date</b>	//to be confirmed by the Company//		
<b>End Date</b>	The earlier of: (a) 11 months from the Payment Date; or (b) 31 May 2021		
<b>Reward Rate</b>	4.15% p.a. on the balance of the Prepayment Amount		
<b>Goods ("Prepayment Amount")</b>	Pre-paid Fertiliser Inputs		
	Pre-paid Stock Inputs		
	Other		
<b>Ruralco Group Company</b>		ACN/ABN:	

The Parties agree that the following terms and conditions shall apply:

1. Definitions

- (a) **Agreement** means this Prepay and Grow Agreement between the Parties.
- (b) **Goods** means those goods the Parties agree may be purchased under this Agreement, including but not limited to, the goods described in the Agreement Details.
- (c) **Reward Amount** is the amount when the Reward Rate is applied to the Prepayment Amount in accordance with this Agreement.
- (d) **Parties** means the Customer and the Company.
- (e) **Payment Date** means the commencement date of this Agreement, and is the day on which the Prepayment Amount is received into the Company's account.
- (f) **Ruralco** means Ruralco Holdings Limited (ACN 009 660 879), including any of its related bodies corporate as applicable to this Agreement from time to time.
- (g) **Term** means the term of this Agreement commencing on the Payment Date and expiring on the End Date.

2. This Agreement commences on the Payment Date and expires on the End Date.

3. Notwithstanding any other clause, the Customer agrees that:

- (a) The Prepayment Amount shall be a minimum of \$10,000.00 but shall not be greater than \$5,000,000.00 in the aggregate (or any such other amounts as agreed by Ruralco in its absolute discretion);
- (b) the Prepayment Amount will only be used by the Customer solely for the purpose of purchasing Goods from the Company;
- (c) the Company will not at any time during the Term or on the End date, convert any unspent Reward Amount to cash or other entitlements or benefits; and

- (d) the Customer may top up the Prepayment Amount at any time during the Term;
  - (e) the Prepayment Amount and Reward Amount must be spent prior to the End Date and any unspent monies will still be subject to clauses 4 and 5 of this Agreement.
4. The Parties agree that the Company will offset any Reward Amount against the Customer's purchases of Goods only after the Customer has spent the entire Prepayment Amount in accordance with clause 3(b).
  5. The Parties agree that:
    - a. the Prepayment Amount is not refundable to the Customer in whole or in part.
    - b. if on the End Date there is any unspent Reward Amount, such amount or entitlement shall be forfeited by the Customer to the Company and not rolled over into any subsequent Agreement.
  6. The Customer acknowledges and agrees that:
    - (a) The Company has not made any warranty, claim, statement or representation as to the suitability, relevance or appropriateness of this Agreement or any products relating to this Agreement, to the Customer.
    - (b) It has entered into this Agreement having conducted its own due diligence, investigation and analysis of this Agreement (including seeking its own independent advice) and does so without any reliance on any information, materials and statements provided or that may have been provided by the Company or Ruralco.
    - (c) The Company has not at any time provided the Customer with any verbal or written legal, financial or taxation advice directly or indirectly related to this Agreement or any product referred to in this agreement.
    - (d) Notwithstanding any other clause, the Company or Ruralco will not be liable to the Customer for any loss (consequential or otherwise) or damage arising in respect of this Agreement, on any basis in law or equity (including under breach of contract, tort (including negligence of any kind) or statute), including but not limited to loss of profits, loss of revenue, loss of opportunity, loss of goodwill, loss of production or any other abnormal, remote or unforeseeable losses of any kind regardless of whether such losses were in the Parties' reasonable contemplation at the time of signing this Agreement.
  7. The Parties agree not to use, publish or disclose any information relating to this Agreement to third parties, except to the extent that such information is in the public domain as at the Payment Date or, the disclosure of such information is required by law or order of any relevant government authority.
  8. Any and all Goods purchased by the Customer under this Agreement will be governed by the Company's General Terms and Conditions of Sale, as amended from time to time.
  9. Where the Customer has an approved credit application with the Company or Ruralco, the terms of this Agreement shall prevail over that credit application but only to the extent of any inconsistency, and that credit application of the Customer shall otherwise at all times remain in full force and effect.
  10. This Agreement shall be governed by the laws of New South Wales and the Parties shall irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

**Executed as an Agreement**

Signed by or for and on behalf of, the Customer:		Signed for and on behalf of Company by its Authorised Representative:	
<b>(Delete one)</b> Authorised Representative/ Customer	Witness	Authorised Representative	Witness
Name	Name	Name	Name

Date signed:

Date signed:

