

# CUSTOMER PREPAY PLUS AGREEMENT

<b>NUTRIEN GROUP COMPANY:</b>	Nutrien Ag Solutions Limited 10/737 Bourke St Docklands Vic 3008	<b>ABN</b>	73 008 743 217	("Company")
<b>CUSTOMER NAME AND ABN/ACN:</b>		<b>ABN</b>		("Customer")
<b>CUSTOMER SAP NUMBER (IF APPLICABLE):</b>				
<b>ADDRESS:</b>				
<b>TELEPHONE:</b>				
<b>EMAIL:</b>				
<b>AMOUNT OF PREPAYMENT:</b>	\$AUD			("Prepayment Amount")
<b>DESCRIPTION OF GOODS:</b>		[Seed, AgChem and Fertiliser]		(respectively the "Goods")
<b>DATE OF PREPAYMENT:</b>				("Prepayment Date")
<b>RATE:</b>			% per annum	("Reward Rate")

Nutrien Ag Solutions Limited ABN 73 008 743 217 (Nutrien Ag Solutions) and the Customer agree to vary the General Terms and Conditions of Sale on which Nutrien Ag Solutions sells Goods to the Customer to allow the Customer to prepay for the purchase of Goods as follows:

1. The Customer agrees to pay the Prepayment Amount to the Company on the following terms:
  - a. The Prepayment Amount must be paid on or before the Prepayment Date;
  - b. The Customer may pay the Prepayment Amount by:
    - (i) paying the Prepayment Amount in cleared funds into the Customer's Trading Account; or
    - (ii) delivering to the Company the completed irrevocable customer authority and direction form accompanying this Agreement (Irrevocable Direction) at least 5 business days before the Prepayment Date, authorising and directing the Company to debit the Prepayment Amount from the relevant Credit/Finance Facility and the Company applying it in accordance with the Irrevocable Direction;
  - c. If the Customer elects to pay by depositing cleared funds under clause 1(b)(i):
    - (i) the funds will be paid using the same payment details contained on the Customer's monthly statement or via DigitalHub;
    - (ii) payment of the Prepayment Amount is only taken to have been received by the Company once the Company has received the cleared funds;
    - (iii) once the funds have been received, the Company will issue a tax invoice to the Customer for the Prepayment Amount (which, for the avoidance of doubt, will include an amount on account of GST);
  - d. The Customer acknowledges and agrees that on and from the date of signing this Agreement, the Prepayment Amount is both immediately due and nonrefundable such that the Customer is definitively committed to, and incurs, the Prepayment Amount in accordance with this Agreement;
  - e. The Prepayment Amount is not refundable to the Customer in whole or in part and cannot be transferred, used to obtain cash or cash advances;
  - f. The Prepayment Amount must be used by the Customer to acquire the Goods and no other product from the Company within 12 months of the Prepayment Date;
  - g. The Customer's access or use of a Credit/Finance Facility to effect payment of the Prepayment Amount constitutes acknowledgment that the Customer (and each Guarantor, if any) have read and accepted the terms of this Agreement;
  - h. The Customer will receive a reward amount (Reward Amount) calculated by applying the Reward Rate to the daily balance of the Customer's PrePay Plus account on a simple interest basis;
  - i. Any Reward Amount will be credited monthly to the Customer's Trading Account and must be used only to purchase Goods (except Livestock) from the Company and no other products or services;

- j. Any Reward Amount must be used within 12 months of the Prepayment Date, otherwise it will be forfeited;
  - k. The Reward Amount is not interest and will not be paid separately to the Customer for any reason, even if Goods are not purchased from the Company;
  - l. The Company may in its absolute discretion change, alter or remove the Reward Rate from time to time, by notifying the Customer.
  - m. The Company has not made any representation to the Customer as to the suitability or appropriateness of this Agreement; and
  - n. The Company has not provided the Customer with any legal, financial or taxation advice in relation to this Agreement.
2. The Customer agrees that the Company may set off any amount owing to it by the Customer against the Prepayment Amount if the Customer:
    - a. is in default under the terms and conditions that govern the Customer's Trading Account, the Facility, this Agreement or any other agreement between the Company and the Customer; or
    - b. is insolvent as defined in section 95A the Corporations Act 2001(Cth), and in such a case the Prepayment Amount will be reduced by the amount of any set off.
  3. The General Terms and Conditions of Sale are incorporated into this Agreement as if set out in full. Except as provided for in this Agreement, the General Terms and Conditions of Sale remain in full force and effect.
  4. This Agreement is intended to be read and construed together with the Irrevocable Direction.
  5. Terms capitalised in this Agreement but not defined have the meanings given in the terms and conditions that govern the Credit/Finance Facility and the Irrevocable Direction (whichever is applicable) (as amended from time to time). Nothing in this Agreement is intended to vary, modify or amend the Credit/Finance Facility terms and conditions or any Facility Document. The Customer acknowledges and agrees that payment of the Prepayment Amount in accordance with this Agreement does not constitute an Order or Contract nor does it confer title in any Goods to the Customer and the Company makes no representations or warranties to the Customer as to the future availability of any Goods within the 12 months of the Prepayment Date.
  6. The Prepayment Amount must be a minimum of \$10,000 (AUD) and a maximum of \$5 million (or any such other amount as agreed by the Company in its absolute discretion). The Company, its employees, agents and contractors are not providing any financial, legal or tax advice. As every taxpayer's tax affairs and financial circumstances are different, the Company recommends that customers obtain their own independent advice in relation to this product.

Please note that Nutrien Ag Solutions, its employees, agents and contractors are not providing any financial, legal or tax advice. As every taxpayer's tax affairs and financial circumstances are different, Nutrien Ag Solutions strongly recommend that customers obtain their own independent advice in relation to this product.

## CUSTOMER ACCEPTANCE

<b>PRINT NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	
<b>TITLE</b>					

## NUTRIEN AG SOLUTIONS ACCEPTANCE

<b>PRINT NAME</b>		<b>SIGNATURE</b>		<b>DATE</b>	
<b>TITLE</b>					