



Ricegrowers Limited trading as SunRice
57 Yanco Ave
Leeton NSW 2705
ABN: 55 007 481 156

Phone: (02) 6953 0436
Fax: (02) 6953 7208
Web: www.sunrice.com.au
Email: growerservices@sunrice.com.au

Fixed Price Rice Purchase (Hectare) Confirmation ("Confirmation Sheet")

Contract No:

Date:

Contact:

Your Contact No.:

SunRice Contact: Belinda Tumbers

Our Contact No.: 1800 654 557

Farm No:

Grower Details:

Delivery Name
Address 1
Address 2
TOWN STATE Pcode
ABN

Season: 2026

Commodity: Rice

Variety:

Contract Quantity: The entire quantity of Paddy produced on <<Hectares>> hectares (the "Hectares"). The Hectares will be measured using SunRice GIS mapping.

Contract Price: For each metric tonne ("MT") of Paddy supplied in accordance with this Contract up to and including the Contract Quantity, the amount set out in the "Prices for each variety" in Annexure A Part A relevant to the variety and quality score of the Paddy supplied by the Grower.

Future Incentive Payment

If a Grower delivers paddy in CY26, the Grower will be eligible for a future incentive payment which is a payment that the Grower will receive in the first crop year after CY26 in which total Australian paddy delivered to SunRice is at or above 400,000MT ("first normal production year") subject to the following conditions:

- the future incentive payment is \$40 per MT for every MT of Paddy delivered by the Grower to SunRice in CY26,
- the Grower must deliver Paddy in the first normal production year,
- the volume that the future incentive payment applies to in the first normal production year will be capped at the volume delivered to SunRice in CY26 (e.g., if 1000MT is delivered in CY26 and the Grower delivers 1500MT in the first normal production year, the payment will apply to 1000MT only, or if the Grower delivers 800MT in the first normal production year, the payment will only apply to 800MT), and
- the future incentive payment is a one-off payment that is only payable in the first normal production year.

Tonnes received will be measured on a 14% dry moisture basis.

Quality: Quality discounts will be applied as per the quality specifications set out in Annexure A Part B ("Quality Specifications").

Paddy: The Contract Quantity of the Variety.

Receival Point: Any depot specified by SunRice for receival of the Paddy.



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Nominated Period: 1 February 2026 - 30 June 2026

Payment Terms: **Contract Price:** 100% of Contract Price is payable 21 days after the end of week in which SunRice takes physical possession of the Paddy

Future Incentive Payment: If the Grower becomes entitled to the Future Incentive Payment, it is payable on the first payment date for the paddy delivered to SunRice in the first normal production year.

Background: The Grower will supply, and SunRice will purchase the Paddy at the Contract Price and on the terms and conditions of this Contract.

IMPORTANT:

This contract comprises this **Confirmation Sheet**, the **Terms** below, the **2026 Indicative Harvest Receival Plan** and, once finalised, the **2026 Harvest Arrangement Circular** (together, the "**Contract**").

The Indicative Harvest Receival Plan will set out indicative depots for the return of Paddy which will be finalised in the Harvest Arrangement Circular (available in 2026). The Harvest Arrangement Circular will amend and override the Indicative Harvest Receival Plan to the extent of any inconsistency. SunRice will pay re-direction payments to the Grower if the Receival Point specified in the Harvest Arrangement Circular is different to the Receival Point outlined in the Indicative Harvest Receival Plan. The Harvest Arrangement Circular will also contain additional information on Grain Quality, Receival Depot Safety and Chain of Responsibility.

By making any offer to supply Paddy in accordance with the Contract, the Grower acknowledges that it has carefully read and understood, and agreed to be bound by, the terms of this Contract.

Ricegrowers Ltd:

Grower:

The signatory warrants that they have authority to sign on behalf of the Grower (and, if a shared farming arrangement, on behalf of each Grower).

Date: aa/bb/2025

Date: _____2025

Completion of this Confirmation Sheet constitutes an offer only by the Grower to supply the Paddy to SunRice at the Contract Price and on the terms and conditions of this Contract.

This Contract is not binding on SunRice until SunRice accepts the Grower's offer. SunRice may accept the Grower's offer verbally or in writing. In each case, SunRice will sign and provide this Confirmation Sheet to the Grower as confirmation of the Contract.



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Rice Seed Purchase and Rice Paddy Supply Terms ("Terms")

1 DEFINITIONS

In this Contract:

- (a) **"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).
- (b) **"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.
- (c) **"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.
- (d) **"Contract Price"** has the meaning given to that term in the Confirmation Sheet.
- (e) **"Contract Quantity"** means the quantity of paddy the Grower commits to SunRice as set out in the Confirmation Sheet.
- (f) **"GrowRice Facility"** has the meaning given in clause 4.3(d).
- (g) **"GrowRice Undertaking"** has the meaning given in clause 7.1(a).
- (h) **"MapRice GIS"** means the online seed ordering tool accessible through the SunRice Grower Services Website.
- (i) **"Order Form"** means the order form document titled *"Supplying Rice Seed Order Form & Paddy Supply Offer Form 2025/26"* or the Seed Order page on MapRice GIS.
- (j) **"Paddy"** has the meaning given to that term in the Confirmation Sheet.
- (k) **"PaddyVision®"** is technology used to determine the quality score of each load of paddy delivered to SunRice.
- (l) **"PBR Seeds"** means Reiziq, Opus, Sherpa, Topaz, Viand and V071.
- (m) **"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.
- (n) **"Rice Levy"** means the levy imposed by the Department of Agriculture, Fisheries and Forestry on rice varieties.
- (o) **"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.
- (p) **"SunRice Grower Services Website"** means <https://www.sunrice.com.au/grower-central>.
- (q) **"SunRice Supplier Sustainability Code"** means the SunRice Supplier Sustainability Code available at <https://www.sunrice.com.au/suppliersustainabilitycode>.
- (r) **"Tolerance"** means +/- 2 hectares.



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(s) **"Variety"** means the variety/varieties specified in the Confirmation Sheet.

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

2 OFFER

- 2.1 **Offer Only:** The Order Form for the 2026 crop year ("**C2026**") constitutes an offer by the Grower to purchase rice seed ("**Seed**") and supply the Variety on the terms of this Contract. This offer is not binding on SunRice until SunRice confirms its acceptance by signing the Confirmation Sheet.
- 2.2 **Seed Ballots:** While SunRice intends to accept offers to purchase Seed and supply the Variety for the C2026 on a first in first served basis, it reserves the right to conduct ballots for accepting offers if deemed necessary.
- 2.3 **Contract Allocation:** All growers will have an opportunity to offer to supply the Variety to SunRice at the Contract Price. The Grower acknowledges and agrees that SunRice:
- (a) may in its sole discretion determine the total quantity of the Variety that it will acquire under a fixed price purchase contract or fixed price purchase contracts;
 - (b) will accept offers by Growers to supply the Variety under a fixed price purchase contract on a first-in-first-served basis (up to the total quantity determined by SunRice);
 - (c) may vary the total quantity of the Variety that it will acquire under fixed price purchase contracts (or cease accepting offers from growers) at any time; and
 - (d) may vary the fixed price per tonne that it offers to growers for the Variety. However, SunRice cannot vary the Contract Price after entering into a Contract with a Grower.
- 2.4 **Future Contract Allocation:** In crop years 2027 and 2028, SunRice will grant the Grower, along with each other grower in Australia who supplies paddy to SunRice in C2026 on a fixed price basis on the same terms as this Contract ("**CY26 Growers**"), the opportunity to enter into a contract to supply paddy to SunRice prior to any other Australian growers who are not CY26 Growers.

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 seed tonnage or hectares to be sown 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.
- 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 by 15 December 2025 (or as otherwise agreed in writing) for a refund at the purchase price. 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 outside the Rice Biosecurity Zone:
 - (i) the unused Seed must be destroyed at the Grower's own expense immediately after it receives written notice from 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;



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- (b) it will not offer for sale, sell, otherwise market, or export the PBR Seeds, propagating material derived from those PBR Seeds or harvested material derived from planting the PBR Seeds to any person other than SunRice, or stock that material for such purpose; 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 the Variety of Seed supplied under the Order Form and supply SunRice with the Contract Quantity.
- 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 using PaddyVision® and 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 7 months of the date of that SunRice accepts this offer unless otherwise agreed in writing by SunRice.
 - (b) If the Grower does not deliver at least 75% of the Regional Varietal Average multiplied by the Hectares, to acceptable quality standards as set out in this Contract and within the Nominated Period to SunRice, the Grower will pay SunRice a fee of \$500 for each MT of any volume shortfall below 75% and outside the Tolerance ("**Wash-Out Fee**"). For the purpose of calculating the Wash-Out Fee:
 - (i) "**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 3 years (as published on the SunRice Grower Services Website); and
 - (ii) subject to clause 5.2, SunRice will not consider whether delivered Paddy was grown by the Grower or if the Grower procured such paddy from a third party.
 - (c) The Grower acknowledges that the Wash-Out Fee is a genuine pre-estimate of the loss which SunRice may incur in sourcing replacement rice or in lost profit from sales in the event that the Grower does not comply with its obligation to perform under this clause.
 - (d) Any outstanding liabilities associated with the provision of any GrowRice facility to the Grower ("**GrowRice Facility**") are payable by the Grower in addition to the Wash-Out Fee.
- 4.4 **Delivery Obligation:** All Paddy must be delivered promptly after harvest to SunRice, at a receival depot designated by SunRice for the Variety. SunRice will provide paddy receival services for this Paddy. Receival point/s will be communicated to the Grower prior to harvest and, as far as reasonably 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 delivery of the Paddy in accordance with this Contract is deemed to have occurred on the date on which the Grower delivers the Paddy to the Receival Point in accordance with this Contract.
- 4.6 **Late Delivery Fee:** If the Grower Delivers Paddy to SunRice after 15 June, SunRice may deduct a fee ("**Late Delivery Fee**") from any amounts payable to the Grower. The Grower acknowledges that the Late Delivery Fee is a genuine pre-estimate of loss SunRice may incur in managing late delivery, appraisal, receival and marketing of late Paddy. SunRice will use reasonable endeavours to manage and mitigate these costs. The Late Delivery Fee will be as follows:
 - (a) Delivery on or after 15 June: \$40/MT
 - (b) Delivery on or after 1 July: \$80/MT
 - (c) Delivery after 16 July onwards: \$120/MT



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- 4.7 **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.
- 4.8 **Title and risk:** Notwithstanding anything to contrary, risk in the Paddy passes to SunRice at the receival point. Title in the Paddy passes to SunRice on Delivery.
- 4.9 **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.
- 4.10 **Force Majeure:**
- (a) If the Grower is unable to deliver the 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 or reduced to the extent that it is affected by the force majeure event.
 - (b) If the Grower is unable to deliver any 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 4.10, 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, biosecurity restrictions, storms, bushfires, floods, cold induced sterility, and other natural disasters.
- 4.11 **Insurance:** Unless otherwise agreed in writing, SunRice requires that each Grower insure his/her crop in order to supply the Paddy to SunRice in accordance with this Contract. SunRice offers Growers the opportunity to participate in the SunRice Crop Insurance Program. For more information, please refer to the SunRice Grower Portal under Forms and Documents/Crop Management Documents (<https://www.sunrice.com.au/grower-central>). By accepting the offer set out in the Order Form, the Grower agrees to acquire the insurance specified in the SunRice Crop Insurance Program, unless he/she notifies SunRice in writing (and provides evidence) that he/she has acquired comparable insurance from another insurer.
- 4.12 **Maximum Liability:** Subject to clause 7.1 below, 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 for the entire Contract Quantity.

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 process, whether in whole or in part ("**Substandard Paddy**"). Without limiting SunRice's rights under clause 4.3(b), if the Grower delivers Substandard Paddy, SunRice may (in its reasonable discretion), elect to:
- (a) reject the Substandard Paddy in whole or in part and not pay for it; or
 - (b) in the event that SunRice is able to use the Substandard Paddy for another purpose (including stockfeed), accept the Substandard Paddy in whole or in part at a price lower than the Contract Price (to be offered by SunRice in its reasonable 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 the Order Form or a seed source approved by SunRice.
- 5.3 **Crop Information:**
- (a) The Grower must, and must procure that its subcontractors and service providers, keep complete and up-to-date records about the rice crop being grown for supply to SunRice, including regarding crop seed source, chemical and pesticide use, and other matters notified by SunRice from time to time.
 - (b) The Grower authorises SunRice to obtain any information it reasonably requires about the rice crop



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being grown for supply to SunRice or the Farm specified on the Order Form ("**Farm**") and from the entity supplying water to the Farm.

- (c) On SunRice's reasonable request, the Grower will provide SunRice with requested records and other information regarding the Paddy, rice crop and Farm.
 - (d) The Grower warrants that any information it provides to SunRice regarding the rice crop or Farm under this Contract (including as part of any declaration on delivery of the Paddy) will be truthful and accurate to the best of the Grower's knowledge.
- 5.4 **Inspection:** The Grower authorises SunRice representatives to inspect the rice crop/s being grown for supply to SunRice on reasonable notice to the Grower, and the Grower will fully co-operate with SunRice and its representatives in the conduct of such inspection. SunRice will endeavour to give 48 hours' notice prior to such inspection.
- 5.5 **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 SunRice's quality requirements and specifications as at 12th September 2025, which can be obtained at the "Grower Services" section of www.sunrice.com.au.
- 5.6 **Compliance with regulations:** The Grower must ensure that all Paddy delivered under this Contract is grown in compliance with and complies with:
- (a) all federal and state rice, food, chemical and pesticide laws and regulations; and
 - (b) all reasonable directions given by SunRice concerning chemical and pesticide use, where such directions are made having regard to rice, food, chemical and pesticide laws regulations of SunRice's export markets.

6 PRICE AND PAYMENT

6.1 Payment:

- (a) SunRice will purchase all the Paddy at the Contract Price, subject to the Paddy meeting the specifications in clause 5 and the Quality Specifications, in accordance with the Payment Terms.
- (b) In addition to the Payment Terms, SunRice may provide other 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.
- (c) If there is a Dispute about the Contract Price, SunRice is not obliged to pay the disputed portion of the Contract Price until the Dispute is resolved but SunRice must pay all other non-disputed amounts.

6.2 **Excess Hectares:** The Grower agrees that SunRice is only obliged to pay the Contract Price for the Paddy produced on the Hectares in accordance with this Contract. SunRice is under no obligation to purchase paddy produced by the Grower on any additional hectares under the terms of this Contract.

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 2026 ("**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 reasonable 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



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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 the GrowRice provider in repayment of any outstanding amounts owed by the Grower to the GrowRice provider under any GrowRice Facility.

7.2 Farm data: Growers:

- (a) acknowledge that in filling out the Order Form and performing this Contract, SunRice will collect Grower farm data;
- (b) agree to take reasonable measures to ensure that all information provided to SunRice is true and correct;
- (c) will own their farm data provided to SunRice under this Contract (including data provided via MapRice GIS);
- (d) acknowledge that farm data is collected by SunRice for the purpose of, and may be used for, performing SunRice's obligations under the Contract, conducting rice crop research, and the Rice Management Dashboard, and SunRice may make Grower farm data available to SunRice's related body corporates, third party service providers and research organisations for those purposes, and will not be used to the Grower's detriment;
- (e) acknowledge that SunRice will take all reasonable and prudent steps, in line with industry best practice, to ensure farm data and any other data provided by the Grower to SunRice under this Contract, are protected at all times from unauthorised, access, damage or destruction; and
- (f) acknowledge that any personal information collected from Growers in the course of this Contract will be dealt with in accordance with SunRice's privacy policy (as amended from time to time) available at <https://www.sunrice.com.au/au-privacy-policy>.

7.3 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.

7.4 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.

7.5 Compliance with SunRice policies: The Grower:

- (a) acknowledges that any supply of Paddy to SunRice using a heavy vehicle needs to conform to the requirements of the Heavy Vehicle National Law including the chain of responsibility load mass limits as outlined in the SunRice Grower Services Website. This will enable both the Grower and SunRice to meet their obligations relating to chain of responsibility under Heavy Vehicle National Law;
- (b) must ensure that its employees, agents and contractors comply with all safety, health and environment policies as notified through the requisite induction program and by signage at receipt 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 accessible here and the Ricegrowers Supplier Sustainability Program and other policies are available on SunRice's website at www.sunrice.com.au

The policies referred to above will be taken as at 1 September 2025 and any amendment to the policies after this date will not apply to this Contract unless agreed with the Grower.

7.6 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



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- (b) Unless otherwise expressly stated:
- (i) the price of Seed payable by the Grower, in accordance with these Terms; and
 - (ii) the Contract Price and the Future Incentive Payment payable by SunRice in accordance with these Terms, 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, 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.
- 7.7 Inconsistency:** This Contract as amended and varied from time to time amends and overrides any other terms agreed between the parties, to the extent of any inconsistency. For the avoidance of doubt, notwithstanding anything to contrary, payments made to the Grower for the Paddy will be calculated and made in accordance with this Contract, and any such payments will be separate from any pool pricing terms.
- 7.8 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 Proportion of Contract Quantity for which that Grower is responsible;
 - (b) the amount payable to each Grower under this Contract will be calculated as the total price payable by SunRice for Paddy under this Contract multiplied by the proportion of Contract Quantity for which that Grower is responsible; 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.
- 7.9 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



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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 Resolution Institute appoints an independent arbitrator to resolve the Dispute, in accordance with the Resolution Institute Arbitration Rules.
 - (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.
- 7.10 **Confidentiality:** The Grower must keep the terms of this Contract, and any other confidential information relating to the activities under this Contract, strictly confidential, unless it is required by law or with SunRice's written consent. This obligation survives termination of this Contract.
- 7.11 **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.
- 7.12 **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.



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Annexure A

Part A: Prices for each variety

In C2026, the price payable per MT is set out below and depends on the Variety and the grain quality scores of the Paddy (as assessed by PaddyVision®).

Grain quality score	Matilda (V071) /MT	Sherpa /MT	Langi /MT	Topaz /MT	Opus /MT	Koshihikari /MT	Doongara /MT	Illabong /MT
9.5+	\$542	\$542	\$652	\$671	\$634	\$826	\$627	\$734
9.0	\$521	\$521	\$631	\$650	\$613	\$805	\$606	\$683
8.5	\$500	\$500	\$610	\$629	\$592	\$784	\$585	\$632
8.0	\$479	\$479	\$589	\$608	\$571	\$763	\$564	\$581
7.5	\$458	\$458	\$568	\$587	\$550	\$742	\$543	\$530
7.0	\$437	\$437	\$547	\$566	\$529	\$721	\$522	\$509
6.5	\$416	\$416	\$526	\$545	\$508	\$700	\$501	\$518
6.0	\$395	\$395	\$505	\$524	\$487	\$679	\$480	\$497
5.5	\$374	\$374	\$484	\$503	\$466	\$658	\$459	\$476
5.0	\$353	\$353	\$463	\$482	\$445	\$637	\$438	\$455
4.5	\$332	\$332	\$442	\$461	\$424	\$616	\$417	\$434
4.0	\$311	\$311	\$421	\$440	\$403	\$595	\$396	\$413
3.5	\$290	\$290	\$400	\$419	\$382	\$574	\$375	\$392
3.0	\$269	\$269	\$379	\$398	\$361	\$553	\$354	\$371

Part B: Quality specifications applicable to all varieties

If the quality of the paddy supplied under this Contract (regardless of the Variety) does not meet the below specifications, the discounts set out below will apply.

Quality	Threshold	Deduction Rate
1 Moisture Limits	The specification for paddy moisture at delivery is 22% or lower. No discount applies for deliveries up to and including that level.	Where paddy moisture exceeds 22% (unless prior arrangements made with AGS or Grower Services): - For the first 100 tonnes delivered of a variety from a farm, a discount of \$1/T for each 0.1% above the maximum moisture limit applies. - For subsequent deliveries of that variety from that farm, a discount of \$3/T for each 0.1% above the maximum moisture limit applies.
2 Stackburnt Paddy	The specification for stackburnt paddy is NIL.	- If declared at delivery, a discount of \$10/T per 0.05% applies. - If not declared at delivery, a minimum discount of \$20/T per 0.05% will be made, based on the commercial value of Paddy.
3 Mixed Paddy	NIL	The specification for mixed paddy varies by variety and is set out below: - For the varieties Koshihikari and OpusA admixtures with other varieties is not to exceed 0.02%. If admixture exceeding this level is detected, the price will be discounted to the lowest grain price applicable to the variety/s contaminating the paddy. - For other varieties, admixture is not to exceed 2.0%. If admixture exceeding this level is

		detected, the price will be discounted to the lowest grain price applicable to the variety/s contaminating the paddy.
4	Mildly Shot and Sprung Paddy	The specification is NIL contamination with shot and sprung paddy. - Mildly shot and sprung paddy is defined as loads that when tested have more than three grains in a 25-gram sample that have a dark coloured embryo with or without small desiccated sprouts that are no longer than half the length of the grain. - If declared at delivery, a discount of \$3/T applies. - If not declared at delivery, a discount of \$7/T applies.
5	Seriously Shot and Sprung Paddy	The specification is NIL contamination with shot and sprung paddy. - Seriously shot and sprung paddy is defined as a loads that when tested have more than three grains in a 25 gram sample that have a dark coloured embryo with desiccated sprouts that are longer than half the length of the grain. - If declared at delivery, growers will receive a price that results from AGS achieving the best possible price for a product that is at the low end of the stockfeed quality and price range. - If not declared at delivery, the price will be at a 10% discount to the price paid for loads that are declared at delivery.
6	Paddy Contaminated with Glass	The specification is NIL contamination with glass. - If declared at delivery, a discount of \$50/T per piece applies. - If not declared at delivery, a discount of \$100/T per piece applies.
7	Paddy Contaminated with Foreign Matter (seeds, fertiliser, stones, metal)	The specification is NIL contamination with foreign material. If found at delivery, a discount of \$5/T for the first two pieces and \$1/T thereafter to a maximum of \$30/T applies.
8	Paddy Contaminated with Foreign Matter (burrs, mud, dirt, stored grain insects)	The specification is NIL contamination with foreign material. If found at delivery, a discount of \$1/T for the first two pieces and \$1/T thereafter to a maximum of \$5/T applies.
9	Excessive Trash	The specification for trash in paddy is no more than 5.5% on the Model M. - For each 0.1% above 5.5% trash, a discount of \$0.10 will apply (\$1.00/1% per tonne). - For each 0.1% above 15% trash, a discount of \$0.20 will apply thereafter (\$2.00/1% per tonne).
10	Crop Protection Products	NIL All use of crop protection products must be used in accordance with both the label registration and as advised by SunRice to ensure that we are not exceeding the required Maximum Residue Levels (MRL) for export purposes. If excessive MRLs are



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			detected in your load, it may be deemed as unmerchantable or subject to a discount at SunRice's reasonable discretion. Please note MRL's could change throughout the growing season depending on updates from countries where Australian rice is exported. We will communicate with you and your agronomist if this occurs.
11	Merchantable quality/Subject to Appraisal	NIL	Please note your AGS Supervisor / Coordinator on behalf of SunRice has the authority to determine paddy to be unmerchantable and reject the load.

Part C: Quality determination dispute

If the Grower disagrees with a determination regarding Paddy quality (i.e., the grain quality score outcome and Quality Specification assessment outcome), made at the Receival Depot at the time of delivery, the Grower will notify the Paddy quality tester at the Receival Depot that it disagrees with the quality determination, in which case:

- (a) SunRice will retain a sample of the Grower's Paddy; and
- (b) the Grower, the tester, as well as the site supervisor at the Receival Depot, will discuss the quality determination and seek to resolve such disagreement in good faith.

If, following such discussion, there remains a disagreement about the Paddy's quality, the Grower may request that the sample of the Grower's Paddy is sent for further quality appraisal to determine the Paddy quality, and SunRice will comply with such request. Any determinations of Paddy quality arising from such further quality appraisal will apply. If a party does not agree with such further quality appraisal of Paddy quality determinations, that disagreement may then be dealt with as a Dispute in accordance with the dispute resolution procedure set out in the Contract.