LongReach PLANT BREEDERS

ADAPTED FROM INDUSTRY STANDARD SEED LICENSE AND ROYALTY AGREEMENT

YOU WILL BE TAKEN TO HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS BELOW BY ACCEPTING OR USING THE SEED.

This Agreement is made between Us, as the PBR owner or the exclusive licensee of the PBR owner, and You, and sets out the terms and conditions pursuant to which You will be authorised to acquire and grow Seeds and to Sell and otherwise Use the Harvested Material

TERMS AND CONDITIONS

It is agreed:

1. Meaning of Words

The meaning of words starting with a capital letter that are used in this Agreement is set out in Schedule 1.

2. Grant of Licence

2.1 In return for You agreeing to the terms and condition of this Licence, including the Schedules and paying the EPR, We grant You a non-exclusive licence to use the Licensed Varieties to:

A. plant Seed on Your own farm to produce grain or fodder;
B. produce more grain or fodder on Your own farm using Retained Seed; and
C. Sell grain or fodder other than for the purpose of further propagation.

2.2 You acknowledge and agree that any Essentially Derived Variety of any Licensed Variety arising or resulting from the Use of any Seed or Retained Seed acquired by You will be owned by the owner/s of the PBR and You will on request and at Your own cost do all things reasonably necessary to give effect to this clause, including but not limited to assign and transfer any and all right, title and interest in the Essentially Derived Variety and the right to apply for protection of that Essentially Derived Variety, anywhere in the world, to the owner/s of the PBR or its/their nominee.

3. What You cannot do

3.1 You agree that You are not to Sell any Harvested Material for use as a Propagating Material without Our express written permission.

4. Notice to declare production of Harvested Material

4.1 On or before 31 March each year, We will use reasonable efforts to provide, or arrange for a third party (such as National Grain Register Pty Ltd) to provide, You with a notice to declare Your production of Harvested Material for the previous calendar year ending 31 December. You must accurately complete and return the declaration by 30 April or any later date directed by that notice.

4.2 If for any reason You do not receive such a notice by 31 March, You must provide to Us a written notice by 30 April with the following information for the previous calendar year ending 31 December, and You must ensure such information is accurate and complete:

A. Your name and address;
B. the variety/ies and quantity/ies of Harvested Material produced by You;
C. the variety/ies and quantity/ies of Harvested Material Sold by You and the name of each purchaser;
D. the variety/ies and quantity/ies of Retained Seed;
E. the variety/ies and quantity/ies of Harvested Material that has been or is intended to be Consumed;
F. the variety/ies and quantity/ies of Harvested Material that are stored or warehoused for future sale; and
G. the total End Point Royalty due to Us in relation to the Harvested Material less Retained Seed.

4.3 In addition to the information You are required to provide under clauses 4.1 and 4.2, You must provide any other reports or information required under Schedule 2.

4.4 You agree that:

A. if We are the exclusive licensee of the Licensed Varieties, We may provide Details to the PBR owner of the Licensed Varieties;
B. any person or entity that Sells Seed to You, including an Authorised Distributor, may provide Details to Us; and
C. any person or entity that stores, warehouses, conditions, purchases or Sells the Harvested Material that You produce may provide Details to Us.

5. Payment of End Point Royalty

5.1 You must pay to Us the End Point Royalty (and applicable GST) as set out in Schedule 2 for each tonne of Harvested Material Sold or Consumed by You (to avoid doubt, excluding Retained Seed) in accordance with this Contract.

5.2 Where clause 6 applies to Harvested Material, You must pay the End Point Royalty in accordance with clause 6 (as and when Sales referred to in clause 6 are made).

5.3 Subject to clause 5.4, where clause 6 does not apply to Harvested Material, We will, issue a tax invoice to You for the End Point Royalty payable by You for that Harvested Material (other than Retained Seed) on or before the second 31 March after the year of planting, and You must pay the End Point Royalty for that Harvested Material (other than Retained Seed) by the following 30 April (for example, if Seed is planted and harvested in year 1, We will invoice under this clause 5.3 by 31 March in Year 3, to allow for EPR on Sales referred to in clause 6 to be accounted for, and You must pay Our invoice by 30 April in Year 3).

5.4 On request by You, We may agree with you in writing an earlier date for settlement (invoicing and payment) of the End Point Royalty payable under clause 5.3.

5.5 We reserve the right to charge interest on overdue amounts at the rate and in the manner specified in Schedule 2 Item 3.

6. EPR deducted by EPR Collector or Sales reported by EPR Reporter

6.1 If You Sell Harvested Material to an EPR Collector, You agree that the EPR Collector will:

A. deduct End Point Royalties (including GST) in relation to the Harvested Material Sold from the Sale price to be paid by the EPR Collector to You for that Harvested Material;
B. pay the sums deducted under clause 6.1A to Us in or towards satisfaction of Your obligations under this Contract to pay the End Point Royalty with respect to the Harvested Material (less Retained Seed); and
C. provide Details to us.

6.2 We will require the EPR Collector to issue a tax invoice to You for the amount of End Point Royalty (including GST) deducted and paid to Us by the EPR Collector.

6.3 If You Sell Harvested Material to an EPR Reporter:

A. on receipt of Details from the EPR Reporter, we may issue a tax invoice to You for the amount of End Point Royalty payable on that Sale; and
B. You must pay the End Point Royalty on that Sale to Us within 30 days of Our invoice.

7. Your other Obligations

7.1 You must:

A. make sure that anything You do under this Contract complies with all applicable laws;
B. promptly notify Us if You become aware of any unauthorised propagation, production, reproduction, sale or use of any grain or fodder of the Licensed Varieties; and
C. if You sell any property on which Seed or Retained Seed has been planted:

1. no later than 10 days after completion of the sale, notify Us and provide details of the purchaser, the sale date, the extent of the property sold and the type and amount of Harvested Material retained by You or transferred to the purchaser at the date of the sale of the property;
2. make sure that it is a condition of sale that the purchaser takes over Your obligations under this Contract (including payment of EPRs) from the date of the sale in respect of the property sold and any Harvested Material transferred to the purchaser at the date of the sale; and
3. pay or have paid all EPRs due on any Harvested Material that is not transferred to the purchaser at the date of sale.

8. Records and Sample Collection

8.1 You must:

A. keep records in sufficient detail to enable all EPRs to be easily and accurately determined;
B. keep the records for 7 years from the date You Sell or otherwise Use any Harvested Material;
C. within 30 days after receiving a request from Us, make those records available to Us or an auditor or agent appointed by Us which includes, but is not limited to, records within farm software, Your farm planting, management and harvest plans, Your agronomist's records, and records from any other farm advisor that relates to variety Use;
D. upon 14 days' notice permit Us or any auditor or agent appointed by Us to enter the Your premises or any premises under Your control during normal business hours to inspect and audit all relevant records; and
E. if an audit is conducted and the audit report indicates that You have underpaid (whether due to under-estimation or under-calculation or otherwise) any amount due as EPRs, You must pay Us, if required by Us:

LongReach PLANT BREEDERS

1. where you have underpaid EPRs by 5% or more, all reasonable audit fees;
2. the full amount of any shortfall (including any GST or other taxes owing on such amount); and
3. interest on the amount of EPRs owing at the rate and in the manner outlined in Schedule 2 Item 3.

8.2 If any audit shows that You have overpaid Us, We will credit the overpayment against future payments, or if there is no payment due within 18 months, we will refund the overpayment to You, in each case less $100 in respect of Our administrative costs and expenses (unless the overpayment was due to Our error).

8.3 You agree that We or an auditor or agent appointed by Us may collect images and/or samples of the plants and/or grain either on farm (on reasonable notice) or at point of delivery (without notice) for the purpose of examining and verifying the variety.

9. Promises and exclusions

9.1 We warrant that:

A. We have all rights necessary to grant You the permission and Licence contained in clause 2; and

B. the Seed You buy from Us or an Authorised Distributor will be unencumbered and will not be subject to any obligations to anyone else unless We have told You about those obligations.

9.2 Except to the extent provided in clause 9.1, We exclude all terms, conditions and promises implied by custom, the general law or statute, except any that cannot be excluded by law.

10. Liability

10.1 Subject to clause 10.2, You indemnify Us against all Loss incurred by Us and resulting from Your breach of this Contract.

10.2 If We contribute to any Loss which We have asked You to pay under clause 10.1, then You don't have to pay Us for the portion of the Loss that We contributed to.

10.3 Except to the extent provided under non-excludable or unavoidable law, We are not liable for any special, indirect or consequential damages arising out of Your Use or dealings with any Seed, Retained Seed or Harvested Material. To the extent any consumer guarantee under the Australian Consumer Law applies to any supply by Us under this Contract, We limit Our liability for failure to comply with that consumer guarantee (other than under section 51, 52 or 53 of the Australian Consumer Law) to:

A. in the case of goods, any one or more of replacement of the goods or the supply of equivalent goods, the repair of the goods, the repayment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

B. in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

11. Dispute resolution

11.1 The parties shall without delay and in good faith attempt to resolve any dispute or difference arising out of or in connection with this Contract (Dispute) within 30 days of the date one party notifies the other in writing of the Dispute.

11.2 Either party may commence proceedings in relation to the Dispute following the end of that 30-day period or, if the other party fails to comply with clause 11.1 in relation to a Dispute, at any time in relation to that Dispute.

11.3 For appropriate matters, the parties may agree in writing to submit a Dispute which is not resolved pursuant to clause 11.1 to an expert in accordance with, and subject to, Resolution Institute Expert Determination Rules.

12. Term

This Contract takes effect from the date on which You accept or Use any Seed and continues in relation to each Licensed Variety until it is terminated in accordance with clause 13.

13. Termination of Contract

13.1 Either party may terminate this Contract immediately by giving notice to the other party if the other party:

A. breaches any provision of this Contract and fails to fix the breach within 30 days after receiving notice asking it to do so; or

B. materially breaches a provision of this Contract where that breach cannot be fixed.

13.2 Either party may terminate this Contract immediately by giving notice to the other party if the other party is unable to pay any of its debts (including EPRs in Your case) as and when they become due.

13.3 This Contract terminates in respect of a Licensed Variety when both of the following have occurred:

A. the PBR in respect of that Licensed Variety expires or otherwise ceases to be in force; and

B. for any act by You under the licence granted under clause 2.1 in respect of that Licensed Variety before it expires or ceases to be in force, You have performed all of Your obligations under this Contract in respect of that Licensed Variety.

13.4 This Contract terminates automatically with respect to a particular Licensed Variety if We lose the right to grant the Licence in respect of that Licensed Variety. We will endeavour to give You as much notice as practicable in such circumstances.

13.5 We may terminate this Contract with respect to a particular Licensed Variety by giving reasonable notice to You if We discontinue the licence and supply of the Licensed Variety throughout Australia.

14. At the end of Contract

At the end of this Contract:

A. the Licence ends;

B. you must pay the EPR Collector or Us any amounts outstanding;

C. except as provided under clause 14.D You must promptly:

1. sell, Consume or destroy all Harvested Material;
2. destroy all Seed; and
3. destroy all Retained Seed or Sell or Consume the Retained Seed other than for further propagation, and pay the applicable EPR on the Harvested Material and the Retained Seed Sold or Consumed.

D. You may grow out any crop planted at the end of this Contract and Sell or Consume the Harvested Material from that crop and must pay EPR on that Harvested Material, but You must not plant any new crops using the Harvested Material unless this Contract has ended in respect of a Licensed Variety expiring or ceasing and you have paid EPR on that Harvested Material used for planting;

E. the following clauses continue, along with any other clause which by its nature is intended to continue after this Contract ends: clauses 4, 5 and 6 (in respect of the immediately preceding reporting period), 7.1C (sale or property), 8 (Records), 9 (Promises and Exclusions), 10 (Liability), 11 (Dispute resolution) and this clause 14; and

F. accrued rights and remedies are not affected.

15. Notices

15.1 Any notices under this Contract must be in writing and must be given in accordance with clauses 15.2 and 15.3.

15.2 A notice given in accordance with this clause will be deemed received:

A. if left at the recipient's address, on the date of delivery;

B. if sent by prepaid post, 10 days after the date of posting unless it is in fact received earlier, in which case, on the date of receipt; or

C. if sent by email, on sending unless the sender receives notification of an inability to successfully transmit the email; or

D. when posted to Our website and/or posted to the Variety Central website (www.varietycentral.com.au).

15.3 Only matters of a general nature relating to more than one grower may be the subject of a notice given in the manner described in 15.2D. Notices relating only to You, or which will otherwise adversely affect Your rights under this Contract, must be addressed to the relevant contact person in Schedule 2 or to the address provided by an Authorised Distributor, EPR Collector or EPR Reporter. It is Your responsibility to ensure that We hold your current contact Details for the purpose of notifying You, and we will not be required to notify you if We do not hold Your correct contact Details.

16. Waiver

The failure of a party at any time to insist on performance by the other party of any obligation under this Contract is not a waiver of any right to require performance of that obligation or claim damages for breach of that obligation unless the waiver is in writing and signed by the party granting the waiver.

17. Amendment

17.1 We may change the terms of this Contract by giving You reasonable notice.

17.2 If We change EPR rates We must notify You by October 1st in order for the change to take effect for new planting in respect of Seed or Retained Seed in the following calendar year.

18. Severability

If part or all of any clause of this Contract is illegal or unenforceable it will be severed from this Contract and will not affect the continued operation of the remaining provisions, unless this would materially affect the nature or effect of the parties' obligations under this Contract.

19. Assignment

19.1 Except to the extent necessary to comply with clause 7.1(C)(2), You must not assign or transfer or attempt to assign or transfer any obligation or right arising out of this Contract, without Our written consent.

19.2 Where We have notified You that We have assigned Our rights under this Contract in respect of one or more Licensed Varieties, You must pay the End Point Royalties in respect of those Licensed Varieties to the assignee, and the assignee will be entitled to exercise all other rights under this Contract in respect of such Licensed Varieties, in each case as set out in the notice of assignment. Glossary In this Contract:

20. Entire contract

This Contract including the schedules records the entire written agreement between the parties and supersedes all earlier written agreements between the parties.

21. Governing Law

This Contract will be governed by the Governing Law as stipulated in Schedule 2, and the Courts of that State or Territory will have non-exclusive jurisdiction over all matters arising under it.

Schedule 1: Glossary

In this Contract:

1. Authorised Distributor means a distributor authorised by Us to Sell Seed to You.

2. Consume means to use Seed so that it cannot be further propagated.

3. Contract means this agreement together with its schedules.

4. Details means details of the Licensed Varieties, details of the Sale/purchase of Seed and Harvested Material, Your name, Your address, Your email address for notices, and details of Your business or company (including ABN and CBH and/or NGR number) and the farm at which the Seed or Retained Seed is or will be Used.

5. End Point Royalty or EPR means the royalty payable by You for every tonne of Harvested Material Sold or Consumed by You, or Retained Seed Sold by You as permitted by clause 14(C)(3).

6. EPR Collector means any third party to whom You Sell Harvested Material and with whom We have entered into an EPR collection arrangement.

7. EPR Reporter means any third party to whom You Sell Harvested Material and who reports the Sale to Us but who does not collect EPR on our behalf.

8. Essentially Derived Variety has the meaning given to it in the PBR Act, namely, a plant variety (as defined in the PBR Act) is taken to be an essentially derived variety of another plant variety if:

   A. it is predominantly derived from that other plant variety; and
   B. it retains the essential characteristics (as defined in the PBR Act) that result from the genotype or combination of genotypes of that other plant variety, and;
   C. it does not exhibit any important (as distinct from cosmetic) features that differentiate it from that other plant variety.

9. Harvested Material means the grain or fodder from crops of the Licensed Varieties grown from Seed or Retained Seed.

10. Licence means the licence granted under clause 2.

11. Licensed Varieties means the plant varieties listed in Schedule 2.

12. Loss means all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis).

13. PBR means plant breeder's rights as defined in the PBR Act.

14. PBR Act means the Plant Breeder's Rights Act 1994 (Cth) as amended from time to time.

15. Propagating Material, has the meaning given to it in the PBR Act, namely in relation to a plant of a particular plant variety, means any part or product from which, whether alone or in combination with other parts or products of that plant, another plant with the same essential characteristics can be produced.

16. Retained Seed means grain retained and used by You for the purpose of producing more grain or fodder as permitted by clause 2.1(B).

17. Seed means seed of the Licensed Varieties, but does not include Retained Seed.

18. Sell has the meaning given to it in the PBR Act, namely it includes letting on hire and exchanging by way of barter and 'Sale' and 'Sold' have equivalent meanings

19. Us/We means the PBR owner or exclusive licensee of the PBR owner which is a party to this Contract, as set out in Item 5 of Schedule 2 (and Our has a corresponding meaning)

20. Use means to plant, grow, Sell, or Consume.

21. You means the person or entity who either purchases, accepts, retains or sows the seed of a PBR variety listed in Schedule 2 as a party to and under this Contract (and Your has a corresponding meaning).

Schedule 2: Contract Particulars:

Details: Item 1 Licensed Varieties and applicable End Point Royalties:

Grain

Item 1 (Licensed Varieties)	(EPR Rate $ per MT GST Exc)	(GST)
LongReach Dual*	3.50	0.35
LongReach Bale*	3.50	0.35
LongReach Mowhawk*	4.00	0.40
LongReach Scotch*	4.00	0.40
LongReach Soaker*	3.50	0.35
LongReach Tracer*	4.25	0.43
LongReach Major*	4.00	0.40
LongReach Vortex*	3.50	0.35
LongReach Optimus*	4.25	0.43
LongReach Packer*	4.00	0.40
LongReach Boa*	4.00	0.40
LongReach Sonic*	4.00	0.40
LongReach Hurdle*	4.40	0.44
LongReach Warden*	4.40	0.44
LongReach Atlas*	4.40	0.44
LongReach Ripper*	4.40	0.44
LongReach Ambush*	4.40	0.44
LongReach Sniper	4.70	0.47

* Approved for farmer to farmer trading in accordance with the LongReach Plant Breeders Seed License and Royalty Agreement.

Hay

Item 1 (Licensed Varieties)	(EPR Rate $ per MT GST Exc)	(GST)
LongReach Dual*	3.50	0.35
LongReach Bale*	3.50	0.35
LongReach Hurdle*	3.50	0.35

* Approved for farmer to farmer trading in accordance with the LongReach Plant Breeders Seed License and Royalty Agreement.

Item 2 End Point Royalty:
You must pay Us the End Point Royalty calculated by reference to each metric tonne of Harvested Material the Grower produces less any quantity of Retained Seed.

Item 3 Interest:
We may charge interest at a rate equal to the Small Business Variable Small Overdraft Indicator Lending Rate published by the Reserve Bank of Australia from time to time plus 3%, calculated/compounded daily for:

A. except where B applies, any amounts due but unpaid for more than 30 days, in which case interest will be payable from the due date (not 30 days after the due date); and

B. any amounts found owing (underpaid) (whether due to under-estimation, under-calculation or otherwise) in an inspection or audit conducted under clause 8.1E, from the date for payment of the underpaid EPRs under clause 5.3 or any earlier date for payment of the underpaid EPRs agreed under clause 5.4.

Item 4 Governing Law:
This Agreement will be governed by law applicable in the Australian State where the applicable variety was bread and developed

Item 5 **Contact Details**
LongReach Plant Breeders ABN: 83 099 112 991, Suite 7, 77-79 King William Road, Unley SA 5061
P: 1300 808 641

You / Grower -
Contact person and address as provided by You, an Authorised Distributor, an EPR Collector or an EPR Reporter in accordance with clause 4.4 of this Contract.

Item 6 Your/Grower Information:
We reserve the right to provide Your details to any grain accumulator/EPR collector or third party auditor to confirm You have adhered to Your obligations under clauses 4, 5 and 6 of this Contract and to assist in the establishment of appropriate storage, segregation and marketing options.

Item 7 Clearfield® Wheat Variety: LongReach Anvil CL Plus

You (the Grower) acknowledge and agree that BASF Australia Limited has produced Clearfield® Stewardship Guidelines which are applicable to the Clearfield® imidazolinone herbicide tolerance trait, which is contained in the Licensed Variety known as Longreach Anvil CL Plus.

In the event that the Grower elects to apply imidazolinone herbicide on the Longreach Anvil CL Plus Licensed Variety or to the area where the Longreach Anvil CL Plus Licensed Variety is grown, then the Grower acknowledges and agrees that the Grower has read and will use reasonable endeavors to abide by the Stewardship Guidelines for Growers, which are available at
https://crop-solutions.basf.com.au/sites/basf.com.au/files/2021-01/basf_intervix_clearfield_stewardship.pdf