



APPLICATION FOR CREDIT

The Applicant hereby applies to IPECO Pty Ltd ABN 86 139 195 476 trading as Activate Ag Labs ("Activate Ag Labs") for a credit account.

**PLEASE READ THIS APPLICATION, THE NOTES AND THE TERMS AND CONDITIONS CAREFULLY SO THAT YOUR APPLICATION CAN BE AUTHORISED.
IT IS IMPORTANT THAT ALL INFORMATION THAT IS SUPPLIED IS CORRECT AND COMPLETED FOR ALL REQUIRED SECTIONS.
OTHERWISE ACTIVATE AG LABS WILL BE UNABLE TO ACCEPT YOUR CREDIT APPLICATION.**

SECTION 1 - GENERAL INFORMATION (MUST BY COMPLETED BY APPLICANT)

APPLICANT'S DETAILS

LEGAL ENTITY NAME:

(Company name (i.e. name ending with 'Pty Ltd', 'Pty', 'Ltd' or similar), Partnership name, Sole Trader name etc.)

ABN (AUSTRALIAN BUSINESS NUMBER) / INTERNATIONAL BUSINESS NUMBER:

(A Legal Entity must have a linked Business Number in order to be able to proceed with this Credit Application)

ACN (AUSTRALIAN COMPANY NUMBER) / INTERNATIONAL COMPANY IDENTIFICATION NUMBER:

(If a Company Name is provided in the 'Legal Entity Name' section above, this section must be filled with the applicable details)

BUSINESS DETAILS

BUSINESS NAME:

(if applicable, noting that many Legal Entity's trade under a distinct business name)

PREVIOUS BUSINESS NAME:

(if Business Name above has changed within the past two years)

TRUST NAME (LINKED TO LEGAL ENTITY):

(if the Legal Entity intends to complete this Credit Application on behalf of a Trustee, insert the full name of the underlying trust above)

PHYSICAL ADDRESS

ADDRESS LINE 1:

ADDRESS LINE 2:

SUBURB:

STATE / TERRITORY:

POSTCODE / ZIPCODE:

MAILING ADDRESS

ADDRESS LINE 1:

ADDRESS LINE 2:

SUBURB:

STATE / TERRITORY:

POSTCODE / ZIPCODE:

CONTACT DETAILS

TELEPHONE NUMBER:

FACSIMILE NUMBER:

MOBILE NUMBER:

CONTACT NAME:

CONTACT EMAIL:



CONFIRMATION OF BUSINESS LEGAL STATUS

(Please tick applicable box below depending upon your responses to the 'Entity Details' section above to confirm your business legal status, and proceed to the section below as prompted)

SOLE TRADER (PLEASE GO TO SECTION 2A)

PARTNERSHIP (PLEASE GO TO SECTION 2B)

COMPANY (PLEASE GO TO SECTION 2C)

OTHER (PLEASE CONSULT ACTIVATE AG LABS FOR FURTHER INSTRUCTION)

(If the Legal Entity above intends to complete this Credit Application on behalf of a trust as trustee, tick applicable box and proceed to the next section as prompted below.)

TRUST LINKED TO LEGAL ENTITY

- **SOLE TRADER / INDIVIDUAL AS TRUSTEE FOR TRUST (PLEASE GO TO SECTION 2A AND THEN TO SECTION 3)**
- **PARTNERSHIP AS TRUSTEE FOR TRUST (PLEASE GO TO SECTION 2B AND THEN TO SECTION 3)**
- **COMPANY AS TRUSTEE FOR TRUST (PLEASE GO TO SECTION 2C AND THEN TO SECTION 3)**

SECTION 2 – PROPRIETOR / DIRECTOR INFORMATION (PLEASE COMPLETE WHERE RELEVANT)

2A	SOLE TRADER / INDIVIDUAL				
FULL NAME:				DATE OF BIRTH:	
DRIVER LICENCE NUMBER / PASSPORT NUMBER:					
RESIDENTIAL ADDRESS					
ADDRESS LINE 1:					
ADDRESS LINE 2:					
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:	
CONTACT DETAILS					
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:	
IF BUSINESS PREMISES IS LEASED, PLEASE PROVIDE:					
LESSOR NAME:					
LESSOR CONTACT DETAILS:					

PLEASE CONTINUE TO SECTION 3 IF SOLE TRADER / INDIVIDUAL IS ACTING AS TRUSTEE FOR A TRUST or PLEASE CONTINUE TO SECTION 4 IF SOLE TRADER / INDIVIDUAL IS NOT ACTING AS TRUSTEE FOR A TRUST

2B	PARTNERSHIP				
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(Please provide name and residential address of each partner. Please provide details of any additional partners on a separate sheet (if applicable))

PARTNERSHIP NAME:					
AUSTRALIAN BUSINESS NUMBER / INTERNATIONAL BUSINESS NUMBER:					
IF BUSINESS PREMISES IS LEASED, PLEASE PROVIDE:					
LESSOR NAME:					
LESSOR CONTACT DETAILS:					
PARTNER 1					
FULL NAME:				DATE OF BIRTH:	
DRIVER LICENCE NUMBER / PASSPORT NUMBER:					



RESIDENTIAL ADDRESS				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:
CONTACT DETAILS				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:
PARTNER 2				
FULL NAME:				DATE OF BIRTH:
DRIVER LICENCE NUMBER / PASSPORT NUMBER:				
RESIDENTIAL ADDRESS				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:
CONTACT DETAILS				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:

PLEASE CONTINUE TO SECTION 3 IF PARTNERSHIP IS ACTING AS TRUSTEE FOR A TRUST or PLEASE CONTINUE TO SECTION 4 IF PARTNERSHIP IS NOT ACTING AS TRUSTEE FOR A TRUST

2C	COMPANY
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COMPANY NAME:			
<i>(Company Name (i.e. name ending with 'Pty Ltd', 'Pty', 'Ltd' or similar))</i>			
AUSTRALIAN COMPANY NUMBER / INTERNATIONAL IDENTIFICATION NUMBER:			
STATE OF INCORPORATION / REGISTRATION:		DATE OF INCORPORATION / REGISTRATION:	
HOLDING OR PARENT COMPANY			
<i>(Please insert details of holding company for the Company below (if applicable))</i>			
LEGAL ENTITY NAME:			
<i>(Company name (i.e. name ending with 'Pty Ltd', 'Pty', 'Ltd' or similar))</i>			
IF BUSINESS PREMISES IS LEASED, PLEASE PROVIDE:			
LESSOR NAME:			
LESSOR CONTACT DETAILS:			

(Please provide name and residential address of two directors below. By signing this Credit Application, the Applicant agrees that it must immediately notify Activate Ag Labs in writing of any change in directors or company detail).

DIRECTOR 1				
FULL NAME:				DATE OF BIRTH:
DRIVER LICENCE NUMBER / PASSPORT NUMBER:				
RESIDENTIAL ADDRESS				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:
CONTACT DETAILS				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:



DIRECTOR 2				
FULL NAME:		DATE OF BIRTH:		
DRIVER LICENCE NUMBER / PASSPORT NUMBER:				
RESIDENTIAL ADDRESS				
ADDRESS LINE 1:				
ADDRESS LINE 2:				
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:
CONTACT DETAILS				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:

PLEASE CONTINUE TO SECTION 3 IF COMPANY IS ACTING AS TRUSTEE FOR A TRUST or PLEASE CONTINUE TO SECTION 4 IF COMPANY IS NOT ACTING AS TRUSTEE FOR A TRUST

SECTION 3 – TRUST DETAILS (PLEASE COMPLETE WHERE RELEVANT)

(Please refer to clause 2 of Conditions for Application of Credit)

TRUST NAME:				
AUSTRALIAN BUSINESS NUMBER / INTERNATIONAL BUSINESS NUMBER:				
TYPE OF TRUST:				
<i>(e.g. discretionary trust, unit trust, etc.)</i>				
STATE / COUNTRY OF ESTABLISHMENT:				
DATE OF INCORPORATION / REGISTRATION:				

PLEASE CONTINUE TO SECTION 4

SECTION 4 – CONTACT DETAILS (MUST BE COMPLETED BY APPLICANT)

4A	PURCHASE DETAILS			
DO YOU PROVIDE A PURCHASE ORDER?				
REQUIRED CREDIT LIMIT:	\$			
PRIMARY PURCHASE CONTACT				
FULL NAME:				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:

SECONDARY PURCHASE CONTACT				
FULL NAME:				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:

4B	ACCOUNTS PAYABLE CONTACT			
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I / We give permission to Activate Ag Labs to send electronic messages, invoices and statements.

PRIMARY ACCOUNTS PAYABLE CONTACT				
FULL NAME:				
TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:

SECONDARY ACCOUNTS PAYABLE CONTACT				
FULL NAME:				



TELEPHONE NUMBER:		MOBILE NUMBER:		EMAIL:	
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PLEASE CONTINUE TO SECTION 5

SECTION 5 – AUTHORITY & CREDIT REFERENCES (MUST BE COMPLETED BY APPLICANT)

5A PRIVACY AUTHORITY

- I / We acknowledge I / We have read and agree to the Terms and Conditions of Sale of Goods which is located on website at activateaglabs.com
- I / We consent and agree that Activate Ag Labs may carry out all necessary credit checks for both commercial and consumer credit with any credit reference bureau as well as referees stated on this Credit Application.
- I / We understand that it is the applicant's responsibility to advise Activate Ag Labs of any changes to the applicant's details.
- I / We consent and agree that Activate Ag Labs may obtain the above information from time to time for the purpose of reviewing and assessing credit worthiness.
- I / We acknowledge that the above authorisations will continue to remain in full force and be effective until the credit facility is cancelled.
- I / We agree in the event that the account remains outstanding in excess of sixty (60) days, Activate Ag Labs may report the default to any credit reporting agency.

APPLICANT 1					
FULL NAME:					
SIGNATURE:				DATED:	
APPLICANT 2					
FULL NAME:					
SIGNATURE:				DATED:	
APPLICANT 3					
FULL NAME:					
SIGNATURE:				DATED:	

This written agreement authorises Activate Ag Labs to access Applicant's credit file with any preferred credit reporting agency. **Note:** Must be signed by all persons whose names appear in Section 2 and/or Section 3 of this Credit Application.

5B TRADE REFERENCES

(Major suppliers with whom you are currently trading)

COMPANY 1					
COMPANY NAME:					
ADDRESS LINE 1:					
ADDRESS LINE 2:					
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:	
TELEPHONE NUMBER:		ACCOUNT NUMBER:		EMAIL:	
COMPANY 2					
COMPANY NAME:					
ADDRESS LINE 1:					
ADDRESS LINE 2:					
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:	
TELEPHONE NUMBER:		ACCOUNT NUMBER:		EMAIL:	
COMPANY 3					
COMPANY NAME:					



ADDRESS LINE 1:					
ADDRESS LINE 2:					
SUBURB:		STATE / TERRITORY:		POSTCODE / ZIPCODE:	
TELEPHONE NUMBER:		ACCOUNT NUMBER:		EMAIL:	

PLEASE CONTINUE TO SECTION 6

SECTION 6 – DECLARATION (MUST BE COMPLETED BY APPLICANT)

CONDITIONS FOR APPLICATION OF CREDIT

- The party detailed in Section 1 to Section 4 of the application for credit (the “**Applicant**”) is not entitled to any credit facilities until the Applicant receives notice in writing from ‘Activate Ag Labs’ (the “**Distributor**”) stating that credit facilities have been granted.
- Where the Applicant is a trustee:
 - the Applicant agrees to produce a stamped copy of the trust deed (with all amendments) if and when requested by the Distributor; and
 - the Applicant warrants that it has full power and authority for the benefit purposes and objects of the trust to make this application on behalf of the trust and that the Applicant shall be bound by the terms of this Application and be liable for payment of all monies owing to the Distributor both personally and as trustee.
- The Applicant declares that the above information is true and correct in every particular and is aware that the Distributor will rely upon the correctness of the representations and information contained herein in granting credit facilities and any transactions associated therewith or entered into pursuant thereto.
- The Applicant (if a corporation) is solvent and able to pay its debts as they fall due and is not in liquidation or being wound up and no meeting is being called or resolution is being passed or order made for such purposes and no receiver and/or manager has been appointed in respect of the Applicant and the Applicant has not made any compromise or arrangement with its creditors or any class of them and no Application has been proposed or made to any Court for any order summoning a meeting of its creditors or any class of them.
- The Distributor may exercise any power under the *Privacy Act 1988* (Cth) relevant to assessing this credit application or collecting overdue payments from the Applicant.
- If the Distributor considers it relevant to assessing the application for commercial credit or for collecting overdue payments, the Applicant agrees to the Distributor obtaining a credit report containing personal credit information about the Applicant in relation to commercial credit provided by the Distributor and in relation to collecting overdue payments. The Applicant will do all things necessary to help the Distributor obtain the credit report contemplated in this clause 6.
- The Applicant agrees that the Distributor may give to and seek from any credit providers names in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangements.
- The Applicant understands the information may be used to:
 - assess an application by the Applicant for credit;
 - notify other credit providers of a default by the Applicant;
 - exchange information with other credit providers as to the status of this credit account where the Applicant is in default with other credit providers; or
 - assess the Applicant's credit worthiness.
- The Applicant has read and understood the Terms and Conditions of Sale of Goods ("**Terms and Conditions**") which is located on website at activateaglabs.com and in consideration of the Distributor supplying the goods the Applicant shall comply with, observe and perform the Terms and Conditions in respect of the purchase of the goods from the Distributor.
- The Applicant agrees to indemnify the Distributor and keep the Distributor indemnified from and against and in respect of any claim, action, loss, cost, expense or liabilities suffered or incurred by the Distributor (regardless of whether indirect or direct) arising from or in any way related to the breach of any of the Terms and Conditions.
- The Applicant has had full and ample opportunity prior to the execution of this Credit Application to obtain independent legal advice as to the extent and implications of this Credit Application and executes this Credit Application accordingly.
- In the last five (5) years has any Proprietor, Director or Manager of the Applicant been the subject of bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administration or Controller has been appointed?

YES:

NO:

IF YES PLEASE PROVIDE DATE:

I / We declare that the information given above is correct and I / We hereby apply for credit facilities for the purpose of acquiring goods and services from Activate Ag Labs.

I / We further declare that I / We have read, accepted and acknowledged Activate Ag Labs's terms and conditions of sale of goods which is located on website at activateaglabs.com and the conditions for this Application of Credit.

APPLICANT 1			
FULL NAME:		POSITION:	
		<i>(Director / Partner / Owner)</i>	
SIGNATURE:		DATED:	



APPLICANT 2			
FULL NAME:		POSITION:	
		<i>(Director / Partner / Owner)</i>	
SIGNATURE:		DATED:	

Please initial all pages and mail entire document to Activate Ag Labs office:

Activate Ag Labs
P.O. Box 2665 Seaford, VIC. 3198
Ph: 03 8779 2121

OFFICE USE ONLY

COMMENTS

CREDIT LIMIT: \$ _____ **ACCOUNT NUMBER:** _____

APPROVED BY: _____ **SIGNATURE:** _____

DATED: _____ **ENTERED INTO JIWA:** _____



SECTION 7- GUARANTEE (MUST BE COMPLETED for COMPANY APPLICANTS)

Guarantee & Indemnity

1. The directors of the Applicant hereby each jointly and severally, unconditionally and irrevocably guarantee to IPECO Pty Ltd ABN 86 139 195 476 trading as Activate Ag Labs ("**Activate Ag Labs**") the performance in full by the Applicant of all of its obligations ("**Guaranteed Obligations**") under this credit application and Activate Ag Labs's terms and conditions of sale of goods which is located on website at activateaglabs.com ("**Principal Agreement**") as and when those obligations fall due for performance.
2. If, and each time that, the Applicant fails to perform any Guaranteed Obligation in full when due, the Guarantors must, on demand, without requiring Activate Ag Labs to first:
 - (a) take any steps against the Applicant or any other person; or
 - (b) enforce any Encumbrance that it may hold in relation to that Guaranteed Obligation,perform that Guaranteed Obligation in full and when due in accordance with the terms of the Principal Agreement as if the Guarantors were the Applicants in respect of that Guaranteed Obligation.
3. Any agreement, waiver, consent or release given by the Applicant under or in connection with the Principal Agreement will bind the Guarantors.
4. The Guarantors must indemnify and forever keep fully indemnified Activate Ag Labs at all times against any and all Losses that are:
 - (a) suffered or incurred by Activate Ag Labs; and
 - (b) caused, whether directly or indirectly, by any breach of this deed by the Guarantors.

Preservation of obligations

5. The obligations of the Guarantors under this deed are not affected by any matter or thing which, but for this clause 5, might operate to affect or prejudice those obligations, including:
 - (a) any time, indulgence or concession granted to, or composition with, the Applicant or any other person;
 - (b) any variation, renewal, release, replacement, extinguishment, abandonment or transfer of, or neglect to perfect or enforce, the Principal Agreement, any other agreement or document contemplated by, or referred to in, the Principal Agreement or any right, guarantee, remedy or security from or against the Applicant or any other person;
 - (c) any waiver, consent or notice given under the Principal Agreement or any other agreement or document contemplated by, or referred to in, the Principal Agreement;
 - (d) any obligation of the Applicant being or becoming unenforceable, invalid, illegal, void, voidable or disclaimed by a liquidator or trustee for creditors or in bankruptcy, so that the Principal Agreement must be construed as if there were no such unenforceability, invalidity, illegality or other impediment to enforceability;
 - (e) the occurrence of an Insolvency Event in relation to the Applicant, any Guarantor or any other person;
 - (f) Activate Ag Labs not giving any Guarantor notice of any default by the Applicant or any other person;
 - (g) Activate Ag Labs not disclosing any information to any Guarantor;
 - (h) any legal limitation, disability or incapacity in relation to the Applicant, any Guarantor or any other person;
 - (i) any invalidity or irregularity in the execution of this deed, the Principal Agreement or any other agreement or document contemplated by, or referred to in, the Principal Agreement;
 - (j) any deficiency in the powers of the Applicant or any Guarantor;
 - (k) any assignment by Activate Ag Labs, with or without the knowledge of the Applicant or any Guarantor;
 - (l) any person who was intended to be bound as a guarantor or surety in relation to the Guaranteed Obligations not becoming bound or ceasing to be bound;
 - (m) any laches, acquiescence, delay, action, omission or mistake on the part of, or suffered by, Activate Ag Labs or any other person in relation to this deed or any other guarantee, Encumbrance or agreement;
 - (n) the receipt by Activate Ag Labs or any other person of any dividend or money after an Insolvency Event in relation to the Applicant, any Guarantor or any other person;
 - (o) any judgment or right that Activate Ag Labs may have or exercise against the Applicant, any Guarantor or any other person;
 - (p) the adoption, amendment or replacement of, or any breach of, the constitution, trust deed or other constituting document of the Applicant, any Guarantor or any other person; or
 - (q) any change in the ownership or control of the Applicant, any Guarantor or any other person.

Limitation of rights

6. The Guarantors irrevocably waive, and must not exercise, any right of indemnity or subrogation that they otherwise might be entitled to claim and enforce against, or in respect of, Activate Ag Labs. Without limitation to the foregoing, the Guarantors must not:
 - (a) share in any guarantee, Encumbrance or money received or receivable by Activate Ag Labs in relation to the Guaranteed Obligations, or stand in the place of Activate Ag Labs in relation to any such guarantee, Encumbrance or right to receive money;
 - (b) take any steps to enforce a right or claim against the Applicant relating to any money paid by any Guarantor to Activate Ag Labs under this deed;



- (c) exercise, or purport to exercise, any rights as surety in competition with Activate Ag Labs;
- (d) receive, claim or have the benefit of any payment (including a payment under a guarantee), distribution or Encumbrance from or on account of the Applicant or any other person;
- (e) in reduction, or attempted reduction, of its liability under this deed, raise a defence, set-off or counterclaim available to itself, the Applicant or a co-surety or co-indemnifier against Activate Ag Labs; or
- (f) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any agreement or document to which Activate Ag Labs is a party.

7. Activate Ag Labs is not under any obligation to marshal or appropriate in favour of any Guarantor, or to exercise, apply, perfect or recover, any Encumbrance that Activate Ag Labs holds at any time or any funds or property that Activate Ag Labs may be entitled to receive or claim.

Effect of Insolvency Event

8. If the Applicant is the subject of an Insolvency Event, the Guarantors irrevocably authorise Activate Ag Labs to:
- (a) prove for all money that any Guarantor is liable to pay under this deed; and
 - (b) retain and carry to a suspense account, and appropriate, at Activate Ag Labs's discretion, any dividends or other money received in relation to the Guaranteed Obligations,
 - (c) until the Guaranteed Obligations have been irrevocably performed in full.
9. If an Insolvency Event has occurred in relation to the Applicant or any Guarantor, any amount paid by the Applicant or the Guarantor (as the case may be) within the preceding 6 months (the Relevant Payment) will only be applied against any Guaranteed Obligations if:
- (a) Activate Ag Labs forms the opinion in good faith (which will be conclusively binding on each Guarantor) that they will not be required to pay all or any part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors; or
 - (b) a final judgment is given by a court of competent jurisdiction in favour of Activate Ag Labs that it is not required to pay all or part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors.
10. If an amount is applied against any Guaranteed Obligations and Activate Ag Labs forms the opinion in good faith that it is obliged to pay all or part of the Relevant Payment to any person under any law relating to bankruptcy, winding up or the protection of creditors:
- (a) the rights of Activate Ag Labs are to be reinstated and will be the same in relation to that amount as if the application, or the payment or transaction giving rise to it, had not been made; and
 - (b) the Guarantors must immediately do anything (including executing any documents) required by Activate Ag Labs to restore to Activate Ag Labs any guarantee or Encumbrance to which it was entitled immediately before that application or the payment or transaction giving rise to it,
 - (c) and any discharge or release between Activate Ag Labs and the Guarantors is subject to reinstatement of the rights of Activate Ag Labs under this clause 10.

Duration

11. This deed will continue in full force and effect indefinitely unless and until:
- (a) it is terminated by mutual agreement between the parties; or
 - (b) all of the Guaranteed Obligations have been irrevocably performed in full.

Payments

Method of payment

12. All amounts to be paid by a party to another party under or in connection with this deed must be paid in cash or by way of bank cheque or electronic funds transfer into the account nominated by the other party.

No set-off or deduction

13. All amounts payable under or in connection with this deed must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this deed (unless otherwise required by law).
14. If a party is required by law to make a deduction or withholding in respect of any sum payable under or in connection with this deed to another party, it must, at the same time as the sum that is the subject of the deduction or withholding is payable, make a payment to the other party of such additional amount as is required to ensure that the net amount received by the other party will equal the full amount that would have been received by it had no such deduction or withholding been required to be made.

General

Joint parties

15. An undertaking, warranty, agreement, representation, provision or obligation in this deed that is made or given by, or which applies to, more than one person, or which extends to, or is for the benefit of, more than one person, binds and extends to, or is for the benefit of, as the case may be, all of them jointly and each of them severally.
16. For the purposes of clause 155, an undertaking, warranty, agreement, representation, provision or obligation in this deed that:
- (a) is made or given by, or which applies to, a Guarantor, is deemed to be made or given by, or apply to, as the case may be, all of the Guarantors; and/or
 - (b) extends to, or is for the benefit of, a Guarantor, is deemed to extend to, or be for the benefit of, as the case may be, all of the Guarantors.



Third parties

17. This deed is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Indemnities continuing

18. Any indemnity provided by a party under this deed is a continuing obligation separate and independent from any other obligations of that party and survives termination of this deed.

Costs

19. All costs and expenses in connection with the negotiation, preparation and execution of this deed, and any documents referred to in it, will be borne by the Guarantors.

Further assurances

20. Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this deed.

Entire agreement

21. This deed contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this deed other than those expressly stated in it or necessarily implied by statute.

Severability

22. If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

23. No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this deed will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this deed.

Ipsa facto legislation

24. If any provision of this deed is otherwise unenforceable by virtue of the operation of the Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Act 2017 (Cth), upon the occurrence of an Insolvency Event in respect of the Applicant or any Guarantor, notwithstanding any other provision of this deed, to the maximum extent permitted by law:

- (a) time is of the essence in respect of all obligations of the Guarantors under this deed (whether falling due for performance before, upon or after the occurrence of that Insolvency Event); and
- (b) any breach of this deed by a Guarantor (whether occurring before, upon or after the occurrence of that Insolvency Event), however minor, will (alone or, severally, in combination with the occurrence of that Insolvency Event) be deemed to be a material breach of this deed,
- (c) and, if any such material breach has occurred or occurs, the parties acknowledge and agree that such provision will instead be enforceable by virtue of the occurrence of that material breach.

Amendment

25. This deed may not be varied except by written instrument executed by all of the parties.

Assignment

26. A Guarantor must not assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this deed without the prior written consent of each other party.

27. Activate Ag Labs may assign, transfer, sub-contract, create any trust over or otherwise deal in any way with any of its rights or obligations under this deed without the prior written consent of any other party.

Counterparts

28. This deed may be executed in any number of counterparts, each of which is an original and which together will have the same effect as if each party had signed the same document.

Governing law and jurisdiction

29. This deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.

30. The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this deed or its subject matter or formation (including non-contractual disputes or claims).



Executed as a Deed

GUARANTOR 1			
FULL NAME:		POSITION:	
		<i>(Director / Partner / Owner)</i>	
SIGNATURE:		DATED:	
GUARANTOR 2			
FULL NAME:		POSITION:	
		<i>(Director / Partner / Owner)</i>	
SIGNATURE:		DATED:	
GUARANTOR 3			
FULL NAME:		POSITION:	
		<i>(Director / Partner / Owner)</i>	
SIGNATURE:		DATED:	