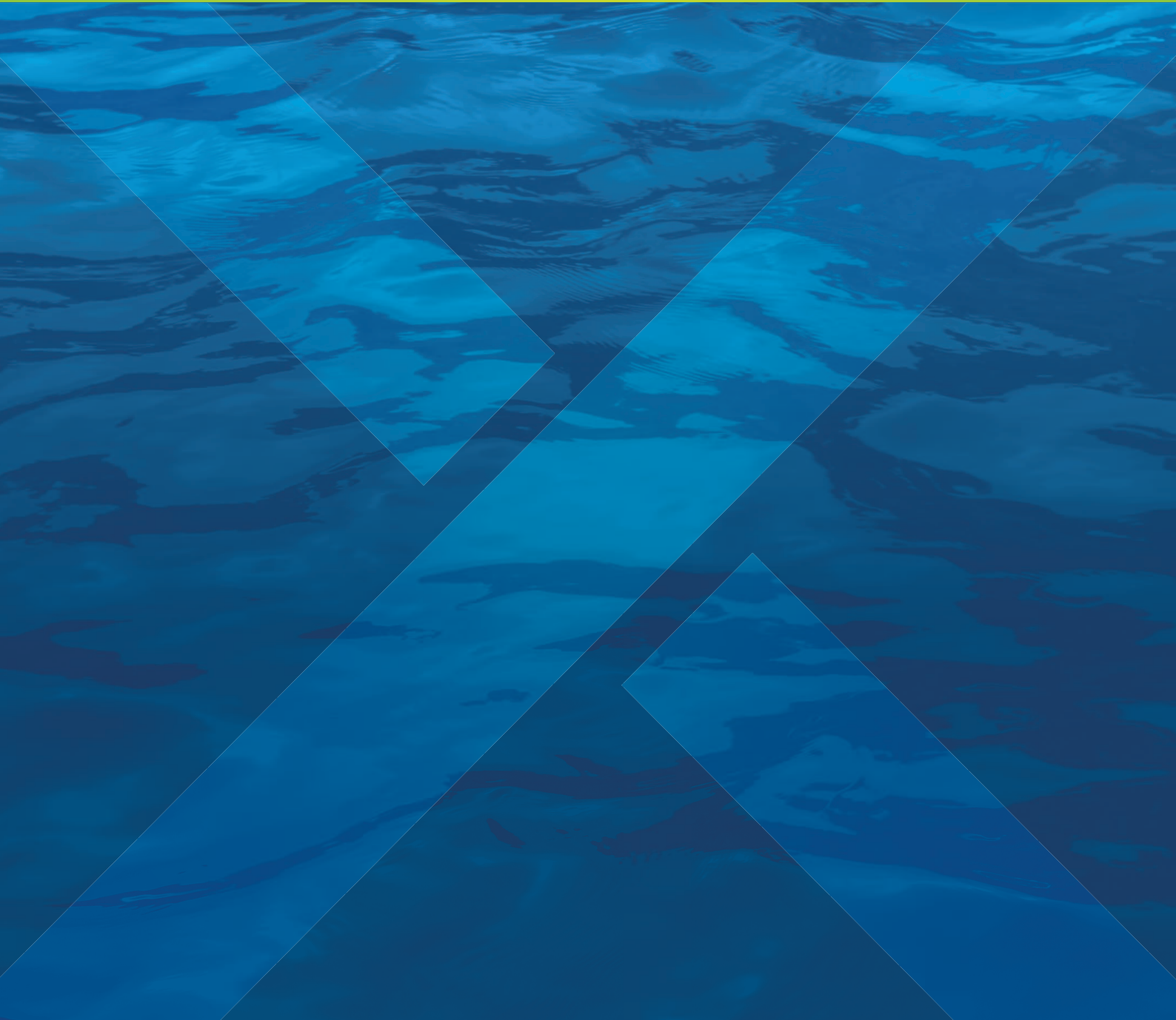


RULES AND BROKERAGE AGREEMENT



This Agreement is between Ruralco Water Brokers Pty Ltd ACN 154 594 019 and the Customer whose details appear within the customer account and / or on the BUY or SELL order form.

Ruralco Water Brokers Pty Ltd operates the “National Waterexchange” which provides an exchange and settlement service for the trading of Water Products. Ruralco Water Brokers Pty trading as “Ruralco Water” also wishes to provide brokerage services to Customers in relation to the trading of Water Products on The National Waterexchange.

The parties agree that these services are provided in accordance with the terms of this Agreement.

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1 Definitions and interpretation

1.1 Definitions

Agreement means this Waterexchange Rules and Brokerage Agreement.

ACL has the meaning given to that term in clause 10.2(b)(i).

Application means an application to the Regulating Water Authority for the assignment of a Water Product as a result of a Trade.

Business Day means a day on which banks are open for business in Sydney, New South Wales other than a Saturday, Sunday or public holiday.

Buy Order means an offer to buy a Water Product through the Site on the terms as specified and detailed in the Buy Order form.

Buyer means any person who places a Buy Order through the Site.

Commenced means the time a Buy Order or Sell Order is initiated by the Broker or a Customer.

Completed means, in respect of a Trade, when a Buy Order is matched with a Sell Order, an Application is approved in relation to the Trade, the Water Product has been transferred to the Buyer and payment of the Fees in respect of the Trade has been made to Ruralco Water and the Seller.

Confidential Information means details of Trades and in relation to Ruralco Water means, trade secrets, confidential know how, client lists, prospective client lists, supplier lists, price lists, employee lists, information about products and services in development, financial information about Ruralco Water, information about the business or affairs of Ruralco Water, the terms of this Agreement, the terms of Ruralco Water's agreements with clients, suppliers and employees and computer software owned or used by Ruralco Water of which the Customer becomes aware or generates which is not in the public domain.

Control is as defined in the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

Customer means the person whose details appear in the Buy Order / Sell Order form or in the account details of the National Water Exchange Customer Account.

Customer Direct Debit means the authority given by the Customer to Ruralco Water for Ruralco Water to direct debit from a bank account of the Customer, amounts due by the Customer in respect of specific Trades.

Customer ID means the personal identification number or words, or a mixture of numbers and letters, if any, given to the Customer by Ruralco Water that when used in conjunction with a Customer PIN gives the Customer access to the National Waterexchange.

Customer PIN means the personal and private number given by Ruralco Water to a Customer to allow the Customer to gain access to the National Waterexchange.

Electronic Communication means a communication of information in the form of data, text, images or sound by means of guided or unguided electromagnetic energy, or both.

Fees means the amount advised by Ruralco Water from time to time as payable by the Customer in relation to a Trade and includes the purchase price of the Water Product, the amount charged to Ruralco Water by the Regulating Water Authority to process an Application, the amount due by the Customer to Ruralco Water for brokerage charges and any other amounts outstanding in relation to a Trade.

Forward Allocation means temporary water allocation which is to be transferred from the seller to the buyer in a future water year.

Holding Company has the meaning given to that term in the Corporations Act 2001 (Cth).

Intellectual Property means all intellectual property including:

- (a) patents, copyrights, rights in circuit layouts, registered designs, trademarks and the right to have Confidential Information kept confidential;
- (b) such generic information in relation to Trades such as price, volume and date traded but not information that specifically identifies a Customer; and
- (c) any application or right to apply for registration of the rights in paragraph (a).

Interest Rate means the daily buying rate displayed at or about 10.30am (Sydney time) on the Reuters screen Bank Bill Swap (BBSW) page for Australian bank bills of 3 month duration, plus 3%.

Matched means the moment in time when a Sell Order and a Buy Order meet and Match has a corresponding meaning.

Other Water Products means Vic Annual Use Limit and SA Site Use Approval. These products have been issued by the Regulating Water Authority and relate to the volume of ML which can be applied to a defined parcel of land in a given water year.

Parties mean Ruralco Water and the Customer.

Privacy Policy means the privacy policy appearing on the Site as amended from time to time.

Regulating Water Authority means the Minister of the Crown, or the State Government department or agency, or private irrigation corporation or private irrigation trust which processes, administers, determines upon, or otherwise deals with the Application.

Sell Order means an offer to sell a Water Product through the Site on the terms as specified and detailed in the Sell Order form.

Seller means any person who places a Sell Order through the Site.

Service means the provision and operation of a clearing and settlement exchange for the trading of Water Products via the Site.

Site means the website www.waterexchange.com.au.

Trade means the sale or purchase of a Water Product made using the Waterexchange and Trading has a corresponding meaning.

Temporary Allocation means the water allocation issued by a Regulating Water Authority to a Water Entitlement and available for trade by way of assignment in the current water year / season.

Permanent Entitlement means a water entitlement / right issued in perpetuity by a relevant State Authority.

Water Product means Temporary Allocation, Forward Allocation, Permanent Entitlement, Annual Use Limit and Site Use Approval. This definition may include additional water products with notification to the Customer.

Water Year means the period from 1 July to 30 June.

Waterexchange means the trading exchange operated by Ruralco Water in relation to the trading of Water Products.

1.2 Interpretation

In this Agreement headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally;
- (b) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (c) the word including or any other form of that word is not a word of limitation;
- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (e) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (obsolete body), means the agency or body which performs most closely the functions of the obsolete body;
- (j) a reference to a statute includes any regulations or other instruments made under it (delegated legislation) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (k) a reference to \$ or dollar is to Australian currency; and
- (l) this Agreement must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

1.3 Business Day

- (a) If the day on which any act to be done under this Agreement is a day other than a Business Day, that act must be done on the immediately preceding Business Day except where this Agreement expressly specifies otherwise.
- (b) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day and a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

2 Formation and term of agreement

2.1 Formation

An agreement exists between the parties when a Buy Order or Sell Order has been uploaded successfully to the Site at which point Ruralco Water and the Customer are bound by the terms of this Agreement. By commencing to Trade on the National Waterexchange, Ruralco Water and the Customer each acknowledge and agree that they have read and understood the terms of this Agreement.

2.2 Authority

- (a) The Customer acknowledges and agrees that entering into a Buy Order or Sell order:
- (i) it is authorising the Ruralco Water to act on its behalf and to bind the Customer in relation to the Trading of Water Products; and
 - (ii) in respect of all Trades Commenced, it is bound to do all things to Complete a Trade and is liable for payment of the Fees in respect of such a Trade.

2.3 Term

This Agreement commences on the date on which this Agreement is formed in accordance with clause 2.11 and continues until terminated in accordance with the terms of this Agreement.

3 Ruralco Water's obligations

3.1 Service

- (a) Ruralco Water agrees to provide the Service and the Water Products to Customer in accordance with the terms of this Agreement.
- (b) The Customer acknowledges and agrees that:
- (i) Ruralco Water will provide the Service with reasonable skill and care, however, the Site and the Waterexchange may not always operate without error;
 - (ii) Ruralco Water in no way warrants or guarantees that a Customer will be able to Match a Trade;
 - (iii) information on the Site and/or in relation to the Waterexchange is not advice generally or specifically in relation to Water Products, Trades or any other matter and that the Customer must seek their own professional advice in relation to their activities in connection with the Site and the Trades;
 - (iv) without limiting clause 3.1(b)(iii), no action should be taken or omitted to be taken by the Customer in reliance upon any information on the Site; and
 - (v) Ruralco Water accepts no liability for any damage that may result from the transmission of any viruses via the Site and/or from Ruralco Water or electronic files which are available for Customers to download from the Site and/or provided by Ruralco Water.
- (c) By entering into this Agreement, the Customer appoints Ruralco Water as its agent to sign any Application which is to be lodged with a Regulating Water Authority in relation to a Trade where the Customer is the Buyer or the Seller.

4 Obligations and warranties

4.1 Acknowledgements and obligations

The Customer:

- (a) acknowledges and agrees that the Customer is only permitted to Trade independently on the Site if Ruralco Water has previously authorised the Customer to do so;
- (b) before taking steps to Commence a Trade or to authorise Ruralco Water to Commence a Trade, must have funds to meet the amount owing to purchase the Water Product;
- (c) acknowledges and agrees that once a Trade is Matched, there is a contract between the Seller under the Sell Order and the Buyer under the Buy Order and that each party to the Trade is legally obliged to complete the Trade subject only to the relevant Regulating Water Authority approving and effecting the transfer of the Water Product the subject of the Trade;
- (d) agrees that Ruralco Water may provide all information required by a Regulating Water Authority to process any Application in relation to a Trade where the Customer is the Buyer or the Seller;
- (e) acknowledges that Ruralco Water is independent of any Regulating Water Authority;
- (f) acknowledges and agrees that Ruralco Water is in no way liable if a Regulating Water Authority does not approve an Application;
- (g) acknowledges that Ruralco Water is bound by the Privacy Policy and that it is a condition of using the Site and engaging in Trades that the Customer is subject to the Privacy Policy;
- (h) must do all things to ensure that any Authorised Person of the Customer adheres to the terms of this Agreement;
- (i) acknowledges that contact which the Customer has with Ruralco Water may be recorded;
- (j) must, if a Customer Direct Debit is provided to Ruralco Water, maintain the bank account which is subject to that Customer Direct Debit and ensure that the Customer Direct Debit remains in place and is effective;
- (k) must not do or omit to do anything which could adversely affect the reputation of Ruralco Water and/or the National Waterexchange; and
- (l) consents to Ruralco Water amending this Agreement at any time with 5 Business Days prior written notice to the Customer by Electronic Communication and the Customer agrees that upon the expiration of that notice, this Agreement will be amended as set out in the notice from the date specified in the notice.

4.2 Customer's warranties

The Customer warrants to Ruralco Water and the Broker that:

- (a) where the Customer is an individual, the Customer is 18 years or older and has the legal capacity to enter into this Agreement and be bound by the provisions of this Agreement;
- (b) all the information provided in the Buy Order or Sell Order forms, and otherwise provided by the Customer to Ruralco Water, is true, complete and accurate;

- (c) if it wishes Ruralco Water to use the Customer Direct Debit, it will maintain the bank account which is subject to that Customer Direct Debit and ensure that the Customer Direct Debit remains in place and is effective;
 - (d) entering into this Agreement will not constitute a breach by the Customer of any law, regulation or order and, without limitation, this Agreement constitutes (or will when executed constitute) valid, legal and binding obligations of the Customer and is enforceable against the Customer in accordance with its terms; and
 - (e) the Customer is able to pay its debts as and when they fall due and has no reason to believe that it will not continue to be able to pay its debts as and when they fall due.
- (c) if Ruralco Water is provided with a Customer Direct Debit, Ruralco Water may debit the Customer's account which is subject to that Customer Direct Debit with the Fees in respect of a Trade, at any time after the Trade is Matched; and
 - (d) if the Fees are not paid in respect of a Trade, the Customer must each do all things to reverse the Trade (including, without limitation, the transfer to a Seller of the Water Product at no cost to the Seller). The Customer is liable to Ruralco Water for all costs associated with the reversal of that Trade including, without limitation:
 - (i) for a Customer who is a Buyer and the Customer has failed to pay the Fees, any shortfall between what the Seller would have received from the Trade to which the Customer was a party and what the Seller receives as a result of entering into a further Trade with another Buyer in respect of that Water Product; and
 - (ii) for a Customer who is a Seller and the Customer fails to deliver the Water Product the subject of the Trade:
 - A. any increase between what the Buyer would have paid in relation to the Trade to which the Customer was a party and what the Buyer ultimately pays as a result of entering into a further Trade in respect of a Water Product that is equivalent to the Water Product that was to be sold by that Customer, together with,
 - B. the amount of any penalty imposed by a Regulating Water Authority that the Buyer may incur as a result of acting on the basis that the Water Product the subject of the Trade would be transferred to the Buyer by the Customer.

4.3 Security access to the Waterexchange

- (a) Ruralco Water may issue a Customer ID and Customer PIN to the Customer to enable the Customer to access the National Waterexchange.
- (b) The Customer is solely responsible for the security and confidentiality of the Customer ID and Customer PIN.
- (c) The Customer must immediately notify Ruralco Water of any use of the Customer ID or Customer PIN that was not authorised by the Customer.
- (d) The Customer is liable to Ruralco Water for any losses, costs or expenses suffered or incurred by any person (including, without limitation, the Broker) in connection with the unauthorised use of the Customer ID or Customer PIN and the Customer must indemnify Ruralco Water against any direct or indirect losses, costs (including legal costs on a full indemnity basis), expenses, claims, demands or any other actions which may be brought against Ruralco Water or suffered or incurred by Ruralco Water directly or indirectly as a result of the unauthorised use of the Customer ID or Customer PIN.
- (e) Ruralco Water may terminate this Agreement immediately if the Customer ID or Customer PIN (or the ID or PIN) are used for any reason other than for the purpose of Completing a Trade. The right to terminate in this clause 4.3(e) is in addition to any other right Ruralco Water may have to terminate this Agreement.

5 Payment

5.1 Payment

The Customer acknowledges and agrees that:

- (a) the Customer must have sufficient funds available at the time a Trade is Matched, to meet the Fees in relation to that Trade;
- (b) subject to clause 5.1(c), the Fees (as invoiced) are payable by the Customer within 3 Business Days of a Trade being Matched;

The Customer agrees that Ruralco Water may recover such costs from the Customer.

5.2 Application not approved

- (a) If an Application is not approved by the Regulating Water Authority, no Fees will be payable by the Buyer, the Seller or the Broker in relation to the Trade to which the Application related, unless the Regulating Water Authority rejected the Application as a result of the actions of the Customer in which case, the Customer will be liable to Ruralco Water for the costs incurred by Ruralco Water and any charges made by the Regulating Water Authority, in relation to the Trade.
- (b) The Customer must pay the costs and charges referred to in clause 5.2(a) within 10 Business Days of an invoice from Ruralco Water advising of the amount of the costs and charges. The Customer agrees that Ruralco Water may use the Customer Direct Debit to debit the Bank Account with such costs and charges.
- (c) Without limiting clause Error! Reference source not found., the Customer must indemnify Ruralco Water against any direct or indirect losses, costs (including legal costs on a full indemnity basis), expenses, claims, demands or any other actions which may be brought

against Ruralco Water or suffered or incurred Ruralco Water directly or indirectly as a result of the Customer's failure to make a payment in relation to a Trade in accordance with the terms of this Agreement.

5.3 Payment by Ruralco Water

- (a) Ruralco Water will pay the amount due to a Seller in respect of a Trade, on the later of:
 - (i) the date that payment of the Fees in respect of the Trade is received in full by Ruralco Water; and
 - (ii) the date which is 5 Business Days after the Regulating Water Authority has notified Ruralco Water that it has approved the Application and transferred the Water Products in respect of the Trade, to the Buyer.
- (b) The Customer agrees that:
 - (i) when the Customer is a Seller, the amounts due in respect of a Trade to Ruralco Water and the Regulating Water Authority (including any arrears payable in respect of the Water Product) will be deducted from the amount due to the Customer in respect of a Trade; and
 - (ii) when the Customer is a Buyer, the amounts due in respect of a Trade to Ruralco Water and the Regulating Water Authority will be added to the price paid by the Customer in connection with a Trade.

5.4 Interest

The Customer acknowledges and agrees that if the Customer fails to pay any amount payable by them under or in accordance with this Agreement, the Customer must, if demand is made by Ruralco Water, pay simple interest on that amount from the date due for payment until the amount is paid in full at the Interest Rate on the date the payment was due, calculated daily. The right to require payment of interest under this clause 5.4 is without prejudice to any other rights Ruralco Water may have against the Customer at law or in equity.

6 Permanent Entitlement Auctions

6.1 Acknowledgements and obligations

For Permanent Entitlement Auctions conducted on the Site the Customer:

- (a) acknowledges and agrees that the highest approved bidder or Buy It Now buyer shall be the purchaser, subject to the Vendor's approval and the reserve price, if any;
- (b) acknowledges that Ruralco Water may refuse to accept any bid or Buy It Now acceptance from any person, and no bid, if accepted, shall be retracted without the consent of the Ruralco Water;

- (c) acknowledges that if any dispute or difference shall arise as to the highest Bidder or Buy It Now Purchaser, Ruralco Water may re-open the bidding and resubmit the parcel commencing with the highest amount previously bid for the same;
- (d) Customers who are the buyer acknowledge that upon receiving notification from Ruralco Water that they are the highest bidder, which has been accepted by the seller, will immediately execute the contract displayed for the parcel and make payment for the required deposit;
- (e) Customers who are the seller acknowledge that if the buyer bids a price equal to or higher than the nominated reserve price, they will immediately execute the contract displayed for the parcel.

7 Forward Allocation

7.1 Acknowledgements and obligations

For Forward Allocation Buy / Sell Orders and matched trades conducted on the Site the Customer:

- (a) the seller acknowledges that the volume of allocation sold is to be delivered to the buyer on the delivery date. This volume must be delivered regardless of the future seasonal allocation and / or available allocation granted to the seller's licence. If the seller's licence has an insufficient volume the seller must source additional allocation from the market to deliver to the buyer;
- (b) the buyer acknowledges that upon their buy order matching with a sell order they will immediately make payment of a deposit equating to 20% of the trade value to be held in trust by Ruralco Water. Furthermore they warrant that payment will be made for 80% balance of the trade value and associated fees at least 7 days before the nominated delivery date.

8 Intellectual Property and other rights

8.1 Informing Ruralco Water of certain matters

The Customer must promptly inform Ruralco Water of any matter in connection with this Agreement, the Site and/or the Waterexchange which comes to their notice and that they reasonably regard as material and relevant to Ruralco Water insofar as it may affect the reputation of Ruralco Water and/or the Waterexchange and/or may relate to the activities of any Customer or any other person in relation to the operation of the Waterexchange.

8.2 Ownership of Intellectual Property

The Customer acknowledges and agrees that:

- (a) the Intellectual Property of Ruralco Water at all times remains the property of Ruralco Water and that the Customer has does not have any right, title or interest in the Intellectual Property of Ruralco Water;
- (b) unless authorised in writing by Ruralco Water, the Customer may not use or copy any material on the Site or provided as part of the Service except for the purpose of Trading a Water Product;
- (c) without limiting clause 8.2(a), all Intellectual Property which has been or in future is created or developed by the Customer (whether alone or with any other person or entity) in connection with this Agreement which:
 - (i) incorporates or is derived from Confidential Information or the Intellectual Property of Ruralco Water; or
 - (ii) has been or will in the future be created or developed by the Customer in connection with this Agreement, belongs solely to Ruralco Water.

8.3 Disclosure of Intellectual Property on creation

The Customer must immediately upon creation of Intellectual Property disclose the subject matter of that Intellectual Property to Ruralco Water.

8.4 Assignment of all rights

- (a) The Customer assigns to Ruralco Water all rights throughout the world in the Intellectual Property as from the date of creation of the subject matter of that Intellectual Property and all documents in connection with that Intellectual Property. To the extent that the Customer does not own all rights to that Intellectual Property or those documents, the Customer will use its best endeavours to obtain an assignment to Ruralco Water of all rights in that Intellectual Property and those documents.

8.5 Execution of documents and other actions

The Customer will, at the reasonable expense of Ruralco Water, execute all such documents and do all such other things which Ruralco Water reasonably requests in order to:

- (a) apply to register and assist in any applications to register Intellectual Property;
- (b) assist in the defence by Ruralco Water of Intellectual Property from any claims by third parties; and
- (c) assist Ruralco Water in the enforcement of Intellectual Property.

8.6 Acknowledgements

- (a) The Customer acknowledges, warrants and agrees that:
 - (i) any Intellectual Property which the Customer creates or develops will be original and, to the best of the Customer's knowledge, will not infringe the Intellectual Property rights of any other person;
 - (ii) any right given to the Customer (whether by this Agreement or otherwise) to use any of the Confidential Information and the Intellectual Property:
 - A. does not give the Customer any rights in that Confidential Information or Intellectual Property; and
 - B. is immediately terminated on the termination of this Agreement.

9 Suspension and termination

9.1 Suspension

If a Customer Direct Debit is refused at any time, Ruralco Water will advise the Customer. If that refusal is not rectified by the Customer within 5 Business Days of the date that the Trade is Matched, this Agreement and all of the Customer's rights will be suspended for a time decided by Ruralco Water and notified to the Customer.

9.2 Termination by Ruralco Water

Ruralco Water may terminate this Agreement:

- (a) by notice to the Broker effective immediately:
 - (i) if the Customer breaches this Agreement and, where the breach is capable of being remedied, the Customer does not remedy that breach within 7 days of Ruralco Water notifying the Broker in writing of the breach and requiring rectification;
 - (ii) if the Customer stops paying its debts when they become due or is declared or taken under any applicable law to be insolvent or is likely to become insolvent or any other step is taken by the Customer or any other person which leads or may lead to the Customer being unable to deal with its assets as it may decide; or
 - (iii) if in Ruralco Water's opinion, the Customer's activities are damaging, or likely to damage, the reputation and/or goodwill of Ruralco Water and/or the Waterexchange; or
- (b) by giving the Customer 30 days notice in writing and the effective date of termination of the agreement will be upon expiration of that 30 days.

9.3 Termination by the Customer

- (a) Provided that Ruralco Water has not Commenced any Trades which have not been Matched, the Customer may terminate this Agreement at any time by completing, executing and providing to Ruralco Water, a notice of termination in the form required by Ruralco Water.
- (b) If the Customer terminates this Agreement as contemplated by clause 9.3(a), termination is effective upon Ruralco Water receiving and accepting in writing the completed termination form.

9.4 Actions on termination

- (a) The parties agree that termination of this Agreement does not affect any rights that have accrued to the parties prior to the termination of the agreement.
- (b) For the avoidance of doubt, the Customer must adhere to the terms of this Agreement from the date of receipt of a notice of termination of this Agreement until the effective date of termination of this Agreement.
- (c) On the effective date of termination of this Agreement:
 - (i) the Customer must:
 - A. pay:
 - 1) all Fees due by it to Ruralco Water; and
 - 2) all other amounts payable by the Customer in relation to any Trades in which the Customer was involved prior to termination; and
 - B. provide to Ruralco Water any documentation in relation to the Site and the Waterexchange given to the Customer by Ruralco Water.
- (d) On the effective date of termination of this Agreement, Ruralco Water must pay to the Customer, any amounts due by Ruralco Water to the Customer subject always to the rights of Ruralco Water under clause 5.3.

9.5 Indemnity

- (a) The Customer must indemnify Ruralco Water against any direct or indirect losses, costs (including legal costs on a full indemnity basis), expenses, claims, demands or any other actions which may be brought against Ruralco Water or suffered or incurred by Ruralco Water directly or indirectly as a result of the Customer's activities (or the activities of any Authorised Person of the Customer) in connection with this Agreement or in connection with the use of the Waterexchange including, for the avoidance of doubt, as a result of, or in connection with, the execution by Ruralco Water on behalf of the Customer of any Application or document relating to an Application.

10 Force majeure and limitation of liability

10.1 Force majeure

- (a) Ruralco Water will be relieved from the performance of its obligations under this Agreement to the extent and for the duration that such performance is prevented by a cause or an event beyond the control and without the fault or negligence of Ruralco Water (such cause or event shall be hereinafter referred to as Force Majeure). Force Majeure shall include, but not be limited to, the following:
 - (i) acts of God or public enemies;
 - (ii) acts of government;
 - (iii) acts of terrorism; and
 - (iv) war, riots, fires, floods, strikes, lock outs, epidemics, quarantine restrictions or freight embargoes.
- (b) Ruralco Water shall not be obliged to settle strikes or other industrial disputes on terms not acceptable to it. If Force Majeure occurs or is likely to occur, Ruralco Water shall notify the Customer promptly of the occurrence of such Force Majeure in writing. Ruralco Water must take all reasonable steps to remedy the circumstances giving rise to the Force Majeure event and to minimise the effect of such circumstances upon performance of its obligations under this Agreement.
- (c) Ruralco Water must resume its obligations under this Agreement as soon as it is no longer affected by Force Majeure.

10.2 Limitation of liability

- (a) To the extent permitted by law and subject to clause 10.2(b), the liability of Ruralco Water to the Customer for any loss or damage arising out of or in connection with the supply of services or products under this Agreement or any breach by Ruralco Water of this Agreement however arising (whether for breach of the terms of this Agreement, tort, statute, equity otherwise at common law or on any other basis) is limited to:
 - (i) in the case of the supply of services, the re-supply of the services by Ruralco Water to the Customer; and
 - (ii) in the case of the supply of products, the re-supply of the products by Ruralco Water to the Customer.
- (b) Clause 10.2(a) is not intended to have the effect of excluding, restricting or modifying:
 - (i) the application of all or any of the provisions of Part 5-4 of Schedule 2 to the Competition and Consumer Act 2010 (the ACL); or
 - (ii) the exercise of a right conferred by such a provision; or
 - (iii) any liability of the supplier in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

11 GST

11.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 11 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11.
- (c) Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 11.

11.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

11.3 GST payable

- (a) If GST is payable in relation to a supply made under or in connection with this Agreement then any party (Recipient) that is required to provide consideration to another party (Supplier) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 7 days of the Supplier providing a valid tax invoice to the Recipient.
- (b) Where additional amounts are payable between parties to this Agreement pursuant to clause 11.3(a), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to provide the tax invoice referred to in clause 11.3(a) no later than the time at which any consideration is to be first provided for that supply.

11.4 Variation of GST

If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the Recipient under clause 11.3(a) then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 11.4 is deemed to be a payment, credit or refund of the additional amount payable under clause 11.3(a). Where there is an adjustment event, the Supplier must issue an

adjustment note to the Recipient as soon as the Supplier becomes aware of the adjustment event.

11.5 No merger

This clause will not merge on termination of this Agreement.

12 General Provisions

12.1 Governing Law and Jurisdiction

- (a) This Agreement is governed by the law applying in New South Wales
- (b) Each party irrevocably:
 - (i) submits to the non-exclusive jurisdiction of the courts of New South Wales, Commonwealth courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and
 - (ii) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 12.1(a).

12.2 Entire agreement and amendment

This Agreement and the Customer Registration Form constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties in relation to its subject matter.

12.3 Costs

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing and performing this Agreement.

12.4 Notices

- (a) Any notice to be given by Ruralco Water to the Customer, other than a notice pursuant to clause 9.2, may be given by Ruralco Water via Electronic Communication and will be deemed to have been received by the Customer (as the case may be) when Ruralco Water dispatches it via Electronic Communication via the Site.
- (b) A notice given pursuant to clause 9.2 will be given in writing by Ruralco Water and posted or delivered by hand to Customer (as the case may be) at the address set out in the Buy Order or Sell Order Form or such other address as notified in writing by the Customer to Ruralco

Water from time to time. Such a notice will be deemed to be received by the Customer on delivery if delivered by hand and on the third day after the date of posting in the case of a notice sent by prepaid post but if it would be taken to be received on a day that is not a Business Day or after 5.00pm on a Business Day, it will be taken to be received at 9.00am on the next Business Day.

12.5 Waiver

Without limiting any other provision of this Agreement, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement;
- (b) a waiver given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

12.6 Assignment and Successors

- (a) This Agreement may not be assigned by the Customer except with the prior written consent of Ruralco Water, such consent not to be unreasonably withheld.
- (b) Ruralco Water may assign its rights and obligations under this Agreement at any time without the consent of the Customer.
- (c) If the Customer is a company which is not listed on the Australian Securities Exchange, and there is a proposed change in Control of the Customer or its respective Holding Company (other than a Holding Company which is listed on the Australian Securities Exchange), then that proposed change in Control is treated as a proposed assignment of this Agreement and Ruralco Water may terminate this Agreement effective immediately.

12.7 Severability

If any provision or part of a provision of this Agreement is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.