



Barastoc Junior Squad – Terms and Conditions

The Company

RIDLEY AGRIPRODUCTS PTY LTD A.C.N 006 544 145 a company registered in Victoria and having its registered office at Level 9, Rialto South Tower, 525 Collins Street, Melbourne, VICTORIA, 3000 (**Company**)

1. Definitions and interpretation

1.1. Agreement Components

- (a) This agreement includes any schedule to this agreement and any variation to that schedule in writing between the parties. To the extent of any inconsistency between a schedule and this agreement, the schedule prevails to the extent of the inconsistency.
- (b) The member acknowledges and agrees that, in consideration for the Company entering into this agreement, it is jointly and severally liable for the obligations under this agreement.

1.2. Definitions

Company's Identification means the Company name, logo or other explicit or implicit reference to the Company's brand, employees or product and that of any Related Body Corporate of the Company.

Confidential Information means any information acquired by the Member in the course of or as a result of the Membership which is not in the public domain (other than as a result of a breach of confidence). It includes any data and information written or verbal, disclosed either directly or indirectly through any means of communication or observation which is considered confidential in nature, relating to:

- (a) the terms of this agreement; and
- (b) the Company, its Related Bodies Corporate or their customers, products or operations including without limitation: (a) business plans, research, development and survey information; (b) customer, employee and all other training manuals and product policy manuals; (c) supplier lists, client lists, candidate files and associated information; (d) trade secrets and know-how; (e) Personal Information, financial information, operating procedures and technical information.

Intellectual Property Rights means all present and future rights to intellectual property including any inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright, Moral Rights, any corresponding property rights under the laws of any jurisdiction and any rights in respect of any invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data or formula.

Item means an item in the Schedule to this agreement.

Member has the meaning set out in **Item 1**. Member means the party engaged by the Company as set out in the recitals of this agreement.

Membership has the meaning set out in **Item 6**.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Professional Manner means a manner that is consistent with professional and industry standards. For example (and without limitation), Professional Manner includes performance:

- (a) to the best of skill and ability;
- (b) with faithfulness and diligence;

- (c) in a reasonable and businesslike way; and
- (d) ensuring that any social media or Promotional Material created does not contain any of the following content:
 - (i) Profanities, immoral or offensive conduct;
 - (ii) Any other business's logo's unless otherwise approved by the Company;
 - (iii) Drug or alcohol references or use;
 - (iv) Unsafe practices;
 - (v) Political opinions;
 - (vi) Pictures or videos containing nudity, lewdness, immoral practices or discriminatory information; and

Promotional Material means any promotional material produced, posted or otherwise distributed by the Member in promotion of the Barastoc Junior Squad or incorporating any Company Identification.

Related Bodies Corporate has the meaning in section 50 of the *Corporations Act 2001* (Cth).

Social Media means any of the social networking and media platforms such as Instagram and Facebook.

Term has the meaning given in **Item 2**.

2. Social Media and Member Obligations

- 2.1. The Member undertakes the responsibilities of their position as detailed in **Item 6** including but not limited to the production of Social Media endorsements, and members personal attendance at the Company's promotional events.
- 2.2. The Member must ensure that all Promotional Materials comply with:
 - (a) any reasonable instructions given by the Company from time to time;
 - (b) all Australian laws (including common law);
 - (c) all applicable codes of conduct and industry standards; and
 - (d) the requirements of all government and statutory bodies.
- 2.3. The Member agrees that any Material produced in promotion of the Barastoc Junior Squad:
 - (a) must be original content authored by the Member;
 - (b) must be unique unless the Company's prior written consent is obtained;
 - (c) must be directly and correctly attributed to the Company;
 - (a) can be substantiated:
 - (1) anecdotally by the Member's personal experience (in which instances this must be clearly denoted); or
 - (2) scientifically by current, peer-reviewed research.

3. Independent Contractor

- 3.1. Each party is an independent contractor in relation to the other party with respect to all matters arising under this agreement and nothing herein shall be deemed to establish a joint venture, partnership, association or employment relationship between the parties.
- 3.2. Member shall have either express or implied right or authority to assume or create any obligation on behalf of or in the name of the Company or to bind the Company to any contract, agreement or undertaking with any third party.
- 3.3. No party shall represent that it is the joint venture, partner, associate or employee / employer of the other party.

4. Member's Identification

- 4.1. For the Term, the Member grants to the Company an exclusive, non-transferable and royalty free licence to use and display the Member's content, image and materials in connection with the Company's brand on but not limited to the Company's Promotional

Material, website, Social Media and other web platforms when in reference to the Material provided under this agreement, or for any other purpose agreed in writing between the parties.

- 4.2. Upon the termination or expiry of this agreement, the Company has no obligation to remove past usage of Member's content or materials but must not make further new usage of the Member's content or materials.
- 4.3. The Company will exercise the rights granted in this agreement in a manner which is consistent with the good name, goodwill and reputation of the Member.

5. Public statements and removal of Social Media posts

- 5.1. If requested by the Company, the Member must:
 - (a) immediately remove any Social Media post in relation to the Company's identification from its official Social Media channels, including where that that post:
 - (1) relates to a product no longer supplied by the Company;
 - (2) breaches this agreement;
 - (3) has or is reasonably likely to have an adverse impact on the Company's image or reputation; or
 - (4) is or is reasonably likely to offend the general public, constitute misleading or deceptive conduct otherwise reflect unfavorably on the Company; and
 - (b) cooperate with the Company in promptly issuing a public apology, the format, content and wording of which must be approved by the Company;
 - (c) cooperate with the Company in issuing a public statement to the effect that the Member is no longer a Member or otherwise associated with the Company; and
 - (d) do any other act reasonably required by the Company to redress any public perception of the Company as a result of breach of this agreement.

6. Term and Termination

- 6.1. This agreement will continue for the Term, unless terminated earlier in accordance with this **clause 6** or extended in accordance with **clause 6.2**.
- 6.2. The Membership is for twelve (12) months unless otherwise agreed by the parties in writing.
- 6.3. This agreement may be terminated by either party:
 - (a) at any time with one month's written notice;
 - (b) immediately with written notice if either party breaches any material term of this agreement and:
 - (1) the breach is not rectified within five (5) business days of receipt of notice of such breach; or
 - (2) the breach is not capable of remedy.
- 6.4. This agreement may be terminated immediately by the Company, at the Company's sole discretion if the Member:
 - (a) fails to act in a Professional Manner, including by allegedly or otherwise:
 - (1) committing any crime;
 - (2) engaging in any immoral behaviour; or
 - (3) making insensitive or embarrassing statements or remarks;
 - (b) fails to maintain its celebrity or public status or skills;
 - (c) receives any negative media coverage that could (in the Company's reasonable opinion) result in adverse impact on the Company's image or reputation;
 - (d) endorses any brand whose products are in direct competition with the Company;
 - (e) releases any information or comments damaging the Company's product or otherwise exerts negative influence in relation to the Company or the Company's products; or

- (f) commits, by way of act or omission, any act which is damaging to the Company's image or reputation.

7. Warranties

7.1. The Member jointly and severally warrants:

- (a) that there are no restrictions which prevent them from being a Member;
- (b) that they will fulfil their membership role:
 - (1) in a Professional Manner and to the best of their skill and ability;
 - (2) faithfully, honestly and diligently;
 - (3) promptly and to industry standards;
- (c) that they will not infringe the Intellectual Property Rights of any third parties in providing the Services/ Deliverables;
- (d) that they have fully disclosed to the Company any matters and circumstances that would be reasonably likely to affect the Company's decision to engage the Member or otherwise render the Member unsuitable for the role;
- (e) that it is not bound by any other or previous agreement which hinders the proper performance of this agreement;
- (f) not to hold themselves out as being authorised to exercise any responsibilities for or on behalf of the Company other than as provided by this agreement;
- (g) not be a party to any act or thing prejudicial to the goodwill, commercial reputation or overall public image of the Company;
- (h) to act lawfully and comply with the provisions of all applicable statutes, laws, rules and regulations, and all relevant policies and procedures of the Company; and
- (i) to provide all documentation reasonably requested by the Company.

8. Indemnity

- 8.1. The Member is liable for, and agrees to indemnify the Company in respect of, any claim, action, damage, loss, cost, charge, expense, penalty, fine or payment which the Company suffers, incurs or is liable for as a result of the performance and in respect of any breach by the Member and parent/guardian of their obligations under this agreement.
- 8.2. The Member and parent/guardian hereby irrevocably and unconditionally release, discharge and agree to indemnify and hold harmless the Company, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, assignees, designees and licensees, from and against all actions, claims, demands, causes of action, liabilities, damages, judgments, losses, costs, and expenses (including reasonable legal fees) of any kind whatsoever, whether known or unknown, arising at any time out of and/or relating to the use of the Material and/or any breach or alleged breach of any of the terms of this agreement.

9. Limitation of liability

- 9.1. To the maximum extent permitted by law, the Company will not be liable to the Member or the parent/guardian for any loss, claims, demands, damages, costs, expenses or liabilities suffered by the Member or the parent/guardian in connection with this agreement or the performance of the Obligations under this agreement.

10. WHS Requirements

- 10.1. The Member and their parent/guardian agree to participate in any safety induction, social engagements or training conducted by the Company and observe directions on health and safety given by the Company, including following all reasonable directions or instructions given by the Company.
- 10.2. The Member and their parent/guardian understand their duty of care obligations and are responsible for protecting their own health and safety and not adversely affect the health and safety of others.

11. Confidentiality

- 11.1. Confidentiality is of utmost importance to the Company. The Member must, and ensure that the Member does, during the Term and following this agreement's termination:
 - (a) maintain the secrecy of any Confidential Information;

- (b) not disclose any Confidential Information;
 - (c) refrain from using or attempting to use Confidential Information in any manner which will or may cause or be calculated to cause injury or loss to the Company or its clients;
 - (d) refrain from copying, transmitting, retaining or removing any Confidential Information, or attempting to do the same; and
 - (e) use its best endeavours to prevent the disclosure of any of the Confidential Information by or to third parties.
- 11.2. The Member indemnifies the Company in respect of all loss and damage arising out of any unauthorised disclosure of Confidential Information by the Representative or the Personnel, whether during or after the Term. This **clause 11.2** does not in any way limit any other indemnities provided for in this agreement.
- 11.3. The Member's obligations under this clause survive the termination or expiry of this agreement.

12. Privacy

- 12.1. The Company may collect personal information about the Member for the purposes of conducting the Barastoc Junior Squad and managing and giving effect to the Membership (including providing the Benefits). Any personal information will be collected, disclosed and managed in accordance with the Company's privacy policy (available here <http://www.ridley.com.au/privacy-policy>).
- 12.2. Information provided by the Member (including Personal Information) may be used by the Company and its Related Bodies Corporate, contractors and agents for the Company's current and future promotional and marketing purposes.
- 12.3. The Member consents to the Company using their name, likeness, image and/or voice (including in any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Barastoc Junior Squad, the Company and any products manufactured, distributed and/or supplied by the Company.

13. Dispute resolution

- 13.1. This **clause 13** applies to any dispute or difference arising out of, or in any way in connection with, this agreement, or the conduct of a party in relation to the subject matter of this agreement at any time (**Dispute**).
- 13.2. A party must not commence any court proceedings in relation to a Dispute unless it first complies with this **clause 13**, except:
- (a) to seek urgent interlocutory relief; or
 - (b) if the Dispute relates to a failure by the other party to comply with this **clause 13**.
- 13.3. If a Dispute arises, a party may give a notice in writing to the other party (**Dispute Notice**) specifying:
- (a) the Dispute;
 - (b) particulars of the Dispute; and
 - (c) the position which the party believes is correct.
- 13.4. Where a Dispute Notice has been received pursuant to **clause 13.3**, the parties must meet as soon as reasonably practicable and negotiate in good faith to attempt to resolve the Dispute informally.
- 13.5. If the parties are unable to resolve the Dispute by negotiation within 10 business days after the date of the Dispute Notice, either party may refer the Dispute to mediation in accordance with the rules of mediation of the Australian Disputes Centre (**Referral**).
- 13.6. If the Dispute is not resolved by mediation within 10 business days of the Referral or any longer time which the parties may agree, either party may proceed to seek relief from a court.
- 13.7. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement is solely to attempt to settle the Dispute between the parties, and is provided or made on a 'without prejudice' basis.
- 13.8. No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than an attempt to settle such Dispute.

14. General

- 14.1. This agreement is governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

- 14.2. This agreement states all the express terms of the agreement between the parties in respect of its subject matter and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 14.3. The parties acknowledge that each have had the opportunity to obtain legal advice prior to entering into this agreement.
- 14.4. Any variation of any term of this agreement must be agreed to in writing between the parties. Variation to the Services/Deliverables provided under this agreement may be varied by written agreement between the parties during the term or any extension of the term.
- 14.5. This agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this agreement by signing any counterpart.
- 14.6. If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- 14.7. The Member and Key Individual must not assign, novate, sub-license, or transfer or purport to assign, novate, sub-license or transfer, its rights or obligations under this agreement without the prior written consent of the Company.

Schedule of Membership

Item 1. Member BARASTOC JUNIOR SQUAD MEMBER

Item 2. Term The Agreement will commence on 1st March 2026 (“Commencement Date”) and will expire 31st December 2026.

Item 3. Additional Member Commitments / Obligations

- (a) Composing original and interesting Social Media and Promotional Materials.
- (b) 2 posts per week on Social Media platforms.
- (c) Access to Members’ images for use in Promotional Material and Social Media posts as required.
 - i. Member must seek written approval for full usage of all professional Intellectual Property and imagery prior to its use.
- (d) Attendance at up to two (2) Barastoc social and company events if required (e.g. Equitana).

Item 4. Benefits

- a) Barastoc Junior Squad welcome pack - Total estimated value: AUD\$300.00 (excluding GST).
- b) Barastoc feed allowance to the total value of AUD\$100 (excluding GST) which will be provided in the form of a financial gift card for use on Barastoc feed only, at a feed merchant of the Member’s choosing.
- c) Gift card MUST be activated prior to the end of the activation period as displayed on the card wallet. Funds that are not activated will be lost, and will not be reimbursed as cash or given as feed at the equivalent amount.
- d) If agreed in writing between the parties prior to an event, the Company will pay reasonable transportation and accommodation costs for the Member and their guardian if the Member lives more than 100km from the event.

Item 5. Special Terms

- a) On the commencement of this agreement, the Member must be at least 16 years of age by 1 January 2026 and no older than 21 years during the year 2026 (i.e. they may turn 21 during 2026 and complete the full term). For Members under 18 years, they must have the written permission of their legal guardians to participate.
- b) The Member must have individual and complete control over their Social Media accounts and handles.
- c) The Member must have (or create) a ‘creator account’ presence on their chosen Social Media by 1st March 2026.
- d) All Material posted must be compliant with the terms and conditions of the Social Media platforms being used.

Item 6. Membership Member of the Barastoc Junior Squad