



GroundUp

Accelerating startups in agribusiness

Program Agreement

BACKGROUND

- A. The Participant has successfully applied to participate in the Grains Research Development Corporation (GRDC) supported GroundUp Program, operating as part of the AgriBusiness Connect's (ABC) entrepreneurship program suite.
- B. The Participant owns, or has the requisite rights to, the Intellectual Property in the Project.
- C. As part of the GroundUp Program, AgriBusiness Connect will provide the Services to the Participant.
- D. The Participant has agreed to fully participate in the GroundUp Program.
- E. ABC and the Participant have agreed that the GroundUp Program will be provided subject to the terms of this Agreement.

SIGNATURES OF PARTICIPANTS

PARTICIPANT 1 NAME:

SIGNATURE:

DATE:

PARTICIPANT 2 NAME:

SIGNATURE:

DATE:

SIGNATURE OF AgriBusiness Connect Limited's authorised representative responsible for the GroundUp Program

NAME:

SIGNATURE:

DATE:

GENERAL CONDITIONS

1. INTERPRETATION

1.1 In this Agreement and these General Conditions:

ABC means AgriBusiness Connect Limited ABN 73 637 309 730.

ATLH means the division or group within ABC which complements the delivery of the GroundUp Program.

ATLH Premises means the ATLH premises located at Cnr Vision Road & Witmack Road WELLCAMP 4350 or such other premises as ABC may advise from time to time.

Budget and Expenditure Plan means budget and plan set out in the Reference Schedule.

Commencement Date means the date of commencement of the GroundUp Program set out in the Reference Schedule.

Confidential Information means all Information disclosed or otherwise made available by ABC, other participants, and other third parties involved in the GroundUp Program but excludes information which:

- (a) is in or becomes part of the public domain otherwise than through a breach of this Agreement or other obligation of confidentiality owed to the Participant;
- (b) the Participant can prove, by contemporaneous written documentation, it was already known to it at the time it was disclosed or otherwise made available; or
- (c) the Participant acquires from a third party (not in any way involved in the GroundUp Program) entitled to disclose it.

Deliverable means the things so described in the Reference Schedule to be delivered by the Participant to ABC.

GroundUp Program means the accelerator program operated by ABC covering how the processes of idea generation, validation, product development, pitching and other activities is undertaken in relation to a Project.

GroundUp Program Requirements means the requirements of the GroundUp Program (if any) as provided by ABC to the Participant following the Commencement Date and which may be varied by ABC in its absolute discretion from time to time.

GroundUp Program Term means the period of time set out in the Reference Schedule commencing on the Commencement Date.

Participant means one or more Participants as set out in the Reference Schedule.

Intellectual Property means:

- (a) an invention or discovery, manner, method or process of manufacture;
- (b) patent, application for a patent, or right to apply for a patent;
- (c) drawing or design;
- (d) computer program;
- (e) copyright or other rights in the nature of copyright

subsisting in any works, including written works and photographs;

- (f) circuit board layouts;
- (g) plant breeder's rights; and
- (h) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document.

Mentors means persons independent of the Participant and experienced in entrepreneurship and/or associated relevant skills and nominated by ABC to provide independent advice.

Project means the Participant's project described in the Reference Schedule, as such may be developed prior to, during or after participation in the GroundUp Program.

Project IP means the Intellectual Property that the Participant develops in relation to the Project prior to, during and after the GroundUp Program Term.

Purpose means the purpose for the use of the GroundUp Program Grant set out in the Reference Schedule.

Reference Schedule means the document so described attached to these General Conditions.

Services mean the services described in the Reference Schedule.

2. GROUNDUP PROGRAM

2.1 ABC agrees to provide the Services to the Participant during the GroundUp Program Term.

2.2 The Participant acknowledges and agrees:

- (a) that the purpose of the GroundUp Program is to facilitate the further development of the Project;
- (b) to adhere to the GroundUp Program Requirements;
- (c) to continue to meet the Eligibility Requirements during the GroundUp Program Term;
- (d) to attend and fully participate in at least 90% of the provided workshops and accountability sessions scheduled by ABC
- (e) to attend in person at least one (1) program session and attend and present their innovation to the infield showcase at the completion of the program
- (f) to deliver the Deliverables to ABC during the GroundUp Program Term;
- (g) to exclusively develop the Project as part of the GroundUp Program during the GroundUp Program Term; and
- (h) that where the Participant is more than one individual, the obligations and liabilities of the Participant under this Agreement are joint and several with respect to those individuals.

3. PROJECT

3.1 The Participant represents and warrants that all information contained in the Participant's application for the GroundUp Program is complete and accurate.

3.2 The Participant acknowledges that ABC has relied on the accuracy of the information contained in the Participant's application for the GroundUp Program, in selecting the

Participant to participate in the GroundUp Program.

3.3 The Participant represents and warrants as at the date of this Agreement and continuously during the GroundUp Program Term, that:

- (a) it solely owns all Project IP or has a license giving rights to use all Project IP as required pursuant to this Agreement; and
- (b) it has not entered and will not enter into any transaction with respect to the Project IP that has the effect of avoiding its obligations to ABC under this Agreement.

3.4 The Participant must, both during this Agreement and after its termination, cooperate with ABC and provide information to ABC as requested in relation to:

- (a) the Participant's participation in the GroundUp Program;
- (b) the Project; and
- (c) any other matter reasonably requested by ABC.

3.5 The Participant gives permission for ABC to use the name, photographs or video of the Participant and information in relation to the Project in advertising and promotional materials and for reporting purposes for ABC.

3.6 The Participant agrees not to make any public statement regarding ABC or the GroundUp Program without the prior written consent of ABC.

3.7 The Participant agrees to develop material in relation to their experience of the GroundUp Program for the purposes of ABC promotion.

3.8 The Participant agrees not to use the name or branding of ABC without the prior written consent of ABC.

3.9 The Participant agrees to comply with all ABC policies and procedures and the reasonable directions of ABC staff.

4. CONFIDENTIALITY

4.1 During the Participant's involvement in the GroundUp Program, it may become the recipient of Confidential Information from ABC, other participants, or other third parties involved in the GroundUp Program.

The Participant undertakes to:

- (a) maintain the confidential nature of the Confidential Information;
- (b) keep the Confidential Information under the Participant's control or direction;
- (c) not disclose or otherwise provide any Confidential Information to any person except in accordance with Clauses 3.10 or 3.11;
- (d) not use, disclose or reproduce any Confidential Information for any purpose other than the for the purpose of this Agreement and the GroundUp Program;
- (e) establish and maintain effective secrecy measures to safeguard the Confidential Information from unauthorised access, use, copying or disclosure not

authorised under this Agreement and use the same degree of care a prudent person would use to protect that person's confidential information;

- (f) notify ABC immediately upon becoming aware of any suspected or actual breach of this Agreement;
- (g) immediately take all steps to prevent, stop or minimise any suspected or actual breach of this Agreement; and
- (h) comply with any reasonable direction issued by ABC from time to time regarding the enforcement of obligations under this Agreement.

4.2 The obligations of confidence in clause 4.1 do not apply to Confidential Information:

- (a) that is in the public domain, other than as a result of a breach of the Agreement or other obligation of confidence; or
- (b) that is already known by, or rightfully received by, or independently developed by, the recipient of that Confidential Information free of any obligation of confidence.

4.3 The Participant may disclose Confidential Information that is required to be disclosed by applicable law, or under compulsion of law by a court or government agency or by the rules of any relevant stock exchange or regulator, as long as the Participant:

- (a) discloses the minimum amount of Confidential Information required to satisfy the law or rules; and
- (b) before disclosing any information, gives a reasonable amount of notice to ABC and the party from which the confidential information originates, in writing and takes reasonable steps (whether required by the other party or not) to maintain such Confidential Information in confidence.

4.4 The Participant acknowledges that:

- (a) ABC, other participants, or other third parties involved in the GroundUp Program, may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information of the other party, and that monetary damages would be an insufficient remedy; and
- (b) in addition to any other remedy available at law or in equity, ABC, other participants, or other third parties involved in the GroundUp Program, are entitled to injunctive relief to prevent a breach of, and to compel specific performance of, this clause 4.

4.5 On termination of this Agreement the Participant must, on request from ABC, return all of the Confidential Information.

5. INTELLECTUAL PROPERTY

5.1 Pursuant to Clause 3.3 the Participant solely owns all Project IP.

5.2 The Participant acknowledges that items and materials which include Intellectual Property may be made available during provision of the Services or otherwise during its involvement in the Ground UP Program. Any such Intellectual Property does not form part of the Project IP.

5.3 It is the responsibility of the Participant to obtain licenses or other permissions necessary to use any items of Intellectual Property in its Project, should this be required by the Participant.

6. CONTINUATION OF THE PROJECT

6.1 Throughout the GroundUp Program ABC will undertake assessments of the Participant and the Project to assess whether or not the Participant should continue in the GroundUp Program. Factors relevant to these assessments will be determined by ABC in its absolute discretion, but may include the Participant's level of attendance, responsiveness and/or communication, the direction of the Project and any reputational harm it may cause to ABC, and the conduct of the Participant generally.

6.2 Following:

- (a) any breach of the General Conditions by the Participant; or
- (b) ABC undertaking an assessment referred to in clause 6.1 and forming the view that the Participant should not continue in the ABC Accelerator Program,

ABC may serve a notice on the Participant which will terminate this Agreement, including without limitation:

- (c) terminating the Participant's participation in the GroundUp Program, seven (7) days from the date of service of the notice; and
- (d) any requirement for ABC to pay any further amount of the GroundUp Program Grant to the Participant.

6.3 Prior to issuing a notice under clause 6.2 above, ABC may, but is not obliged to, give the Participant an opportunity to remedy their breach of the General Conditions, or to address the factors that are causing ABC to consider discontinuing the Participant's involvement in the GroundUp Program (as applicable).

6.4 The Participant may exit the GroundUp Program and terminate this Agreement at any time and for any reason. If the Participant terminates this Agreement under this clause, no further amount of the GroundUp Program Grant will be payable.

7. PRIVACY

7.1 ABC collects and stores personal information provided by a Participant in accordance with the provisions of the Information Privacy Act 2009 (Qld) and Privacy Act 1988(Cth) and the Australian Privacy Principles.

7.2 If a Participant provides personal information on behalf of another Participant to ABC, the Participant providing the information warrants that they have received the person's informed consent prior to providing the information.

8. WARRANTY & INDEMNITY

8.1 The Participant warrants that no legal proceedings or arbitration, mediation or other dispute resolution process is taking place, pending or threatened, that may negatively affect ABC or which may have an adverse effect on the ability of the Participant to perform their obligations under the General Conditions.

8.2 The Participant hereby indemnifies ABC against any claim, loss or damage incurred or suffered as a result of:

- (a) any breach of the General Conditions;
- (b) ABC exercising any of its rights under this Agreement, including but not limited to early termination of the Agreement pursuant to Clause 6.
- (c) the Project during or after the GroundUp Program Term or after termination of this Agreement.

8.3 In addition to clause 8.2 the Participant indemnifies ABC against any liability, loss, damage or costs (including liability to other participants or third parties) arising from the Participant's use of Confidential Information that it has obtained through its participation in the GroundUp Program.

8.4 The Participant indemnifies ABC against any liability, loss, damage or costs (including liability to other participants or third parties) arising as a result of the Participant's use of any Intellectual Property or their breach of any other Intellectual Property rights.

8.5 The Participant acknowledges that ABC is not responsible or liable for any use or misuse of the Participant's Confidential Information and Intellectual Property (including Project IP), by third parties or other participants, prior to, during and after the Agreement and GroundUp Program.

The Participant will hold harmless and indemnify ABC for any liability, loss, damage or cost that the Participant may incur in relation to its Confidential Information and Intellectual Property (including Project IP), except to the extent that such liability, loss, damage or cost is a direct result of a negligent act or omission of ABC.

8.6 The Participant warrants that ABC will not be liable to the Participant for any claim, loss, damage or expense incurred or suffered by the Participant for any reason as a result of the Participant's participation in the GroundUp Program.

9. INCONSISTENCIES

9.1 In the event of an inconsistency between:

- (a) the General Conditions;
- (b) the Reference Schedule; or
- (c) any other document referred to in the Reference Schedule,

the General Conditions will prevail (or, where the inconsistency is between the Reference Schedule and a document referred to in the Reference Schedule, the Reference Schedule will prevail).

REFERENCE SCHEDULE

Commencement Date	
Participant	<p>Participant 1 Name: Address: Email Address:</p> <p>Participant 2 Name: Address: Email Address:</p>
GroundUp Program Term	2024
Project	
Purpose	
Budget and Expenditure Plan	All costs for delivery of the GroundUp Program will be covered by ABC. The Participant agrees that costs relating to travel, accommodation and development of pitch and presentation material will be borne by the Participant.
Services	<ul style="list-style-type: none"> (a) Provide Participant with desk, chair and access to ATLH Premises; (b) Provide internet access to Participant, subject to Participant accepting the terms and conditions of the third party providers; (c) Provide Participant with access to Mentors and ABC management; (d) Run regular workshops for all participants in the GroundUp Program; (e) Organise for the Participant regular project updates and progress reports with Mentors or ABC management either face-to-face or virtual; (f) Provide Participant with updates on innovation competitions, national and international exhibitions, trade shows, conferences, government programs, alerts on tech calls from strategic industry investors; (g) Provide Participant with public relations under the ABC brand where deemed appropriate by ABC in its absolute discretion; (h) Provide Participant with exposure to the start-up and funding community where deemed appropriate by ABC in its absolute discretion; and (i) Assist Participant with preparation of a pitch to investors where deemed appropriate by ABC in its absolute discretion.