

Sharemilking Arrangement



Shareholder Details

Email to sharesandpayments@fonterra.com or fax to 09 374 9451

Supply No:	Party No:
Supplier Entity:	
Contact Name:	Phone/Mobile Number:
<input type="checkbox"/> I/We have entered into a new Sharemilking agreement	OR <input type="checkbox"/> I/We are changing my/our Sharemilking agreement
	OR <input type="checkbox"/> I/We will not be employing a sharemilker

Outgoing Sharemilker

Sharemilker Entity:	Party No:
Terminated on:	Phone No:
Future Address:	Post Code:

Incoming Sharemilker

Sharemilker Entity:	Party No:
<input type="checkbox"/> Sole Trader <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Estate	Phone No:
Postal Address:	Mobile No:
Post Code:	Email:

Bank Account No: (Please also attach a blank bank deposit to this form.)

GST No: (GST Numbers can be eight or nine digits.)

Bank	Branch	Account Number				Suffix													

By signing this Form, I/we represent and warrant that I am/we are authorised to sign on behalf of the Incoming Sharemilker Entity named above. The Incoming Sharemilker(s) acknowledge that the Shareholder(s) can change or terminate the payment direction below at any time by giving written notice to Fonterra. The Sharemilker(s) acknowledge and agree to the terms and conditions on the reverse of this form.

Sharemilker Name(s):	Email: (Email address is required for access to the supplier website)	Sharemilker Signature(s):

Payment Direction (if applicable)

As From / / the Supplier authorises and directs Fonterra to:

Te Puku and Te Putake payments are only available to Sharemilking payment arrangements, not applicable to contract dollar per KgMS arrangements

Amount paid for milk pay to the Sharemilker % of payments due for milk supplied. % Te Putake % Te Puku

deduct from the Sharemilker % of deductions for downgrades incurred.

By signing this Form, I/we represent and warrant that I am/we are authorised to sign on behalf of the Supplier Entity named above and I/we acknowledge the terms of supply relating to sharemilker apply.

Supplier Name(s):	Shareholder Signature(s):

Date: / /

Terms and Conditions Agreed by New Sharemilker(s)

"Fonterra" includes Fonterra Co-operative Group Ltd and each related company of Fonterra and means any one or more of those companies either jointly or severally as Fonterra from time to time shall determine.

"you" or "yours" means the incoming Sharemilker(s) named on the front of this form.

"Supplier" means the Supplier Entity named on the front of this form that is a shareholder in Fonterra.

Agents

Fonterra is acting as the Supplier's agent when it pays and deals with you and not in its own capacity.

Monies Payable

All monies due by you (whether solely or jointly with any other person) to Fonterra are payable upon demand and are immediately due and payable in the event

- (a) the Supplier with whom you have an agreement ceases supplying milk to Fonterra or its successor or nominee, or ceases to hold any shares in Fonterra, or
- (b) your agreement with the Supplier is terminated for any reason.

Monies payable by you to Farm Source (RDI Limited) maybe deducted from the milk payments paid by Fonterra.

Interest

Fonterra will charge you interest on all monies owed by you to Fonterra and which are overdue, at an interest rate fixed by Fonterra.

Fonterra may charge you all legal costs and other costs it incurs in collecting any monies outstanding.

Privacy Act 2020

Personal information will be used from time to time by Fonterra for its business purposes, providing you and/or the Supplier with Farm Source, collating company financial information, meeting legal obligations responding to queries from regulatory authorities, research, administrating the relationship with you facilitating Trading Among Farmers (TAF) contracts you and/or the Fonterra Supplier about products and services you and/or the Fonterra Supplier maybe invested in and the Supplier and any other purposes relating to the dairy industry. Personal information is stored securely by Fonterra and its third party suppliers.

You may access and correct your personal information on the Farm Source website or by phoning the Farm Source Service Centre.

You irrevocably authorise:

- (a) Fonterra, for the above purposes, to use, disclose to any third party, and to seek disclosure of from any third party, your personal information;
- (b) any third party to release to Fonterra upon request personal information about you for the above purposes; and
- (c) Fonterra to make enquires about you as considered necessary for the purposes for which personal information about you is collected from any other third party deemed appropriate by Fonterra.

The authorisations granted by you above are for the benefit of Fonterra Co-operative Group Ltd and are also for the benefit of its related companies, and are intended to be able to be acted upon by those related companies.

You are under no legal obligation to provide personal information to Fonterra but if such information is not provided, Fonterra may refuse to accept this change in sharemilking arrangement.

Assignment

Fonterra may at any time deduct from monies owed by Fonterra to you any amount owed by you to Fonterra. For this purpose, you irrevocably transfer and assign to Fonterra from all monies owed by Fonterra to you (now or in the future) such amounts as are from time to time necessary to pay all monies then due by you to Fonterra.

GST

If a correct GST number is not provided for the incoming Sharemilker, all GST payments will be made to Supplier. Fonterra will not pay back GST to Sharemilkers. This will need to be claimed back from the Supplier Entity.