GDT Events Participation Agreement

JUNE 2025 VERSION 6

GDT	GlobalDairyTrade Holdings Limited Level 12, 23 Customs Street East Auckland 1010, New Zealand
SIGNATURE	
NAME	
POSITION	
DATE	

GDT operates the Trading Platform known as GDT Events to facilitate sales of certain dairy Products.

The following person wishes to participate on the Trading Platform as a Participant and agrees to be bound by the terms set out in this Agreement.

PARTICIPANT	
SIGNATURE	
NAME	
POSITION	
DATE	

The Guarantor (if any) specified below agrees to guarantee the performance of such obligations of the Participant that are expressly mentioned in this Participation Agreement and GDT also wishes to appoint the Guarantor as a Participant.

[Note: The following section is only to be completed if GDT notifies the person wishing to register as a Bidder that it requires a third party guarantee.]

GUARANTOR	
SIGNATURE	
NAME	
POSITION	
DATE	

Participant's Contact Person

CONTACT NAME	
POSITION	
PHONE NUMBER	
EMAIL	

1. GENERAL OBLIGATIONS

By entering into this agreement ("Agreement"), the Participant and any Guarantor, agrees to, and will comply with, the terms of the GDT Trading Event Rules, as amended from time to time ("Rules"). All capitalised terms used in this Agreement, but not otherwise defined, shall have the respective meanings ascribed to such terms in the Rules.

2. PARTICIPANT

GDT accepts the Participant and any Guarantor on the terms of this Agreement.

3. ASSURANCES FROM THE PARTICIPANT

Each of the Participant and any Guarantor undertakes to GDT and the Trading Manager that each of the following statements is true and accurate at the date of this Agreement and on the date of each Trading Event held pursuant to this Agreement:

(a) it has all necessary power, authority and capacity to enter into and carry out its obligations under this Agreement, and the execution, delivery and performance of this Agreement by the Participant and any Guarantor has been duly authorised.

(b) entry into this Agreement, and performing and complying with its terms, will not result in violation by the Participant or any Guarantor of any laws, restrictions, or requirements to which the Participant or any Guarantor is subject.

(c) the Participant and any Guarantor has entered into and executed this Agreement as a principal (and not as an agent or in any other capacity whatsoever).

4. DISCLAIMER, INDEMNITY AND LIMITATION OF LIABILITY

4.1 GDT, the Trading Manager, the Trading Platform Licensor, the Oversight Board, the Rulings Panel and their respective Affiliates have not made, nor do they make, any representation or warranty (whether express or implied) as to the accuracy or the completeness or fitness for any particular use or purpose of any information related to the Trading Events or Trading Platform, including the conduct of Trading Events, provided or to be provided to the Participant by or on behalf of GDT or the Trading Manager.

4.2 Participants use the Trading Platform entirely at their own risk and GDT, the Trading Manager, the Trading Platform Licensor, the Oversight Board, the Rulings Panel and their respective Affiliates, directors, employees, representatives and advisors will not be liable to the Participant or any Guarantor or any of their respective Affiliates or any companies of which the Participant or any Guarantor is an Affiliate ("Participant Group"):

(a) for any Participant Group reliance by any person on any statement or representation (written or oral) made by or on behalf of GDT or, the Trading Manager, the Trading Platform Licensor, the Oversight Board or the Rulings Panel;

(b) with respect to the accuracy or, completeness or fitness for any particular use or purpose of any information related to any Trading Event or the Trading Platform provided by or on behalf of GDT, the Trading Manager or the Trading Platform Licensor; or

(c) resulting from or related to the functionality of, or errors, faults or omissions in, the Trading Platform, to the extent that such functionality, error, fault or omission impacts the Participant's or Guarantor's use of the Trading Platform or ability to participate in any Trading Event; or

(d) for or in respect of any acts or omissions of other Participants.

The Participant and any Guarantor agree that their sole remedy for dissatisfaction with the Trading Platform, GDT or the Trading Manager is to terminate this Agreement and stop using the Trading Platform.

4.3 The Participant and any Guarantor will conduct and complete their own due diligence and satisfy themselves as to the relevance, accuracy, applicability, completeness and fitness for any particular use or purpose of the Trading Platform and its websites, services, content, data, information, materials, products, software and tools.

4.4 The Participant and any Guarantor will:

(a) pay all costs and expenses incurred by the Participant and any Guarantor in or as a result of participating in any Trading Event notwithstanding any cancellation, postponement, suspension, or adjournment of a Trading Event, or any amendment or other change to a Trading Event, any sale or any bid, any of the documents referred to in clause 5.1, or any other transaction or matter relating to the Trading Events or the Trading Platform; and

(b) indemnify and hold GDT, the Trading Manager, the Trading Platform Licensor, the Oversight Board, the Rulings Panel and their respective Affiliates harmless from any and all claims, demands, liabilities, investigations or causes of action arising from or related to the Trading Events or the Trading Platform, whether or not: (i) resulting from actions or omissions of the Participant, any Guarantor or any of their respective Affiliates or any breach by the Participant, any Guarantor or any of their respective Affiliates of this Agreement or the Rules, including, but not limited to, participation in any Trading Event or use of the Trading Platform or any information reported or provided in connection therewith; or (ii) resulting from the Participant's, Guarantor's or any of their respective Affiliate's loss, misuse or failure to properly secure its usernames and passwords.

4.5 To the maximum extent permitted by law, none of GDT, its Affiliates, the Trading Manager, the Trading Platform Licensor, the Oversight Board, the Rulings Panel or any of their respective Affiliates, successors or assigns will be liable to anyone whatsoever for any losses, claims, suits, actions or causes of action for direct, incidental, indirect, special, punitive, multiple or consequential damages or loss of profits or loss of revenue (including solicitor's fees or litigation costs) in connection with, relating to, or resulting from the Rules, any Trading Event or the Trading Platform. This includes, without limitation:

(a) any losses, claims, suits, actions or damages that are in connection with, or relate to, or result from use of the Trading Platform (or any related procedures for buying or selling Products during a Trading Event);

(b) the cancellation, adjournment, postponement or suspension of a Trading Event;

(c) any failure to follow the Rules;

(d) any failure to operate the Trading Platform as expected; and

(e) any information provided that is inaccurate or incomplete.

5. MISCELLANEOUS

5.1 GDT or the Trading Manager may terminate this Agreement and/or the right of the Participant or any Guarantor to participate in any Trading Event in accordance with the Rules. Notwithstanding anything herein to the contrary, termination of this Agreement by any party shall be prospective only and shall be without prejudice to any accrued rights, benefits or obligations of the parties or any third party beneficiary and shall not relieve the Participant or any Guarantor of any obligation to conclude the purchase of any Product in respect of which the Participant is the Successful Seller or a Winning Bidder or for breach of this Agreement (including the Rules) prior to such termination. For the avoidance of doubt, all provisions of the Rules and this Agreement providing for any limitation on liability, disclaimer of liability, rights of indemnification or third party beneficiary rights, Section 4 of this Agreement and Part A Sections 4 and 5 of the Rules shall survive any termination of this Agreement.

5.2 GDT may novate, assign, transfer, mortgage, charge, pledge or otherwise dispose of (including by way of sub-contract) (each a "Transfer") its rights, interests, obligations and liabilities in, to or under this Participation Agreement to any person. If GDT transfers any obligations or liabilities in accordance with this clause, it will be released from such obligations or liabilities incurred after the date of such Transfer.

5.3 This Agreement is governed by the laws of New Zealand. To the extent that this Agreement (including the Rules) confers benefits on the Trading Manager, the Trading Platform Licensor, GDT, the Oversight Board, the Rulings Panel and their respective Affiliates, this Agreement (including the Rules) shall be enforceable by such persons in accordance with the terms of the New Zealand Contract and Commercial Law Act 2017. Any dispute, difference or claim arising out of or in connection with this Agreement, or the subject matter of this Agreement, will be referred to and resolved by arbitration in accordance with the UNCITRAL Arbitration Rules (Arbitration Rules). The place of the arbitration will be Singapore. The tribunal will consist of one arbitrator appointed in accordance with the Arbitration Rules. For the purpose of article 6 of the Arbitration

Rules, the appointing authority will be the Singapore International Arbitration Centre (SIAC), on the basis of the SIAC International Panel. The language of the arbitration will be English.

5.4 Each party will make all applications, execute all documents and do all acts and things reasonably required to implement and to carry out its obligations under the Agreement.

5.5 The Participant and any Guarantor will not be entitled to directly or indirectly assign, transfer, mortgage, charge, pledge or otherwise dispose of (including by way of sub-contract) any of its rights or interests in, or any of its obligations or liabilities under, or in connection with, or arising out of, the Agreement, except with the prior written consent of GDT.

5.6 This Agreement may be executed in any number of counterparts (including facsimile copies) and provided that every party has executed a counterpart, the counterparts together will constitute a binding and enforceable agreement between the parties.

5.7 In this Agreement, unless the context otherwise requires:

(a) capitalised terms have the meanings given to them in the Rules;

(b) the singular includes the plural and vice versa;

(c) one gender includes all genders;

(d) references to individuals include companies and other corporations and vice versa;

(e) reference to monetary amounts, money, or money's worth are to US dollars unless in each case specifically stated otherwise; and

(f) references to times of day or dates are to New Zealand times and dates respectively unless in each case specifically stated otherwise.

5.8 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.