

2 YEAR GROWER INCENTIVE SCHEME SUPPLY COMMITMENT FORM



This Two Year Supply Commitment Form ("Form") must be delivered (by either mail, hand delivery, email or fax) to Seeka Kiwifruit Industries Limited ("Seeka") before 5.00pm, 31 March 2015. Seeka's contact details are as follows:

Seeka Kiwifruit Industries Limited

6 Queen Street
PO Box 47, Te Puke, 3153, New Zealand
Attention: Janette Revell

Telephone: (07) 573 0303
Facsimile: (07) 573 9831
Email: info@seeka.co.nz

Capitalised terms not defined in this Form have the definitions given to those terms in the Seeka Kiwifruit Industries Limited Grower Incentive Scheme Offer Document which accompanies this Form ("Offer Document").

1. ELIGIBLE GROWER DETAILS

Full name(s)

("you")

An Eligible Grower is the owner of an Orchard being the person or persons whose name the KPIN is registered. The definition of Eligible Grower is set out in the Prospectus.

Street address(es)

Mailing address if different

Email address

Phone

Common Shareholder Number (CSN) (if any)

If you have a CSN number, please enter it.

NOTE: A CSN is required to trade the Shares on the NZX Main Board once the Shares have been allotted. **Your CSN must be in the same name(s) as those of the applicants on this form** otherwise a new CSN will be allocated. If you do not have a CSN, you will be allocated a CSN and Authorisation Code (FIN) at Allotment of your Shares.

2. FINANCIAL DETAILS

2a. Bank account

Tick if correct or else enter details below

Account name

Bank

Branch

Account number

Bank

Branch

Account Number

Suffix

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2b. GST number

Tick if correct for the 2015 season

or else enter details below

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3. ORCHARD PRODUCTION AND HARVEST DETAILS

KPIN	Kiwifruit variety	Canopy area (hectares)	Trays supplied 2014	Estimated trays 2015

AGREEMENT

TWO YEAR SUPPLY COMMITMENT AND PARTICIPATION IN THE SCHEME

By signing this Form you irrevocably agree:

- (a) that it was distributed with the Offer Document and that you have read carefully and understood the Offer Document;
- (b) to participate in the Scheme on the terms and conditions of the Scheme as set out in the Offer Document, this Form, Seeka's constitution and all applicable law;
- (c) to be issued your Entitlement of New Shares in each Supply Season in accordance with the terms and conditions of the Scheme as set out in the Offer Document;
- (d) to supply all of the Kiwifruit from your orchard or orchards set out on the front of this Form ("Orchard") exclusively to Seeka Growers Limited ("Seeka Growers") for each of the 2015 and 2016 Supply Seasons pursuant to:
 - (i) the standard pricing terms as agreed between Seeka and Seeka Growers annually and set out in Seeka's Payment Details, Pack Rate Selection, Pool Selection and Harvest Services form (or any document that replaces or is a substitute for that form from time to time) delivered to Growers prior to the commencement of each Supply Season;
 - (ii) the terms and conditions set out in this Form;
 - (iii) the 'Standard Terms and Conditions' included in the Schedule to this Form (or as amended by Seeka or Seeka Growers from time to time); and
 - (iv) the terms and conditions of the Scheme as set out in the Offer Document;
- (e) to the appointment of Seeka Growers as your agent for each of the Supply Seasons on the terms outlined in this Form;
- (f) that you are an Eligible Grower as that term is defined in the Offer Document;
- (g) that you are the legal registered owner of the Orchard identified by the KPIN(s) set out in this Form;
- (h) that should you take any steps towards the sale, transfer or other disposition of legal or beneficial ownership of, or management of, your Orchard or the underlying land at any time before the end of the 2016 Supply Season:
 - (i) you must immediately give written notice to Seeka that you intend to sell, transfer or otherwise dispose of your Orchard;
 - (ii) you must provide the names and contact details of any prospective transferee or acquirer and any other information reasonably requested by Seeka;
 - (iii) if the sale or transfer is to your related entity or associated party, you must assign your rights and obligations under this Form and the Offer Document to your related entity or associated party;
 - (iv) if the sale or transfer is to a bona fide third party purchaser, you agree to make reasonable commercial endeavours to assign your rights and obligations under this Form and the Offer Document to that third party;
 - (v) upon the sale, transfer or other disposition of legal or beneficial ownership of, or management of, the Orchard or the underlying land you will no longer be eligible to be issued New Shares under the Scheme in respect of the Orchard, unless determined otherwise by the Board in its sole discretion;
- (i) to promptly provide Seeka with any information requested by Seeka or Seeka Growers at any time (including the 'Payment Details, Pack Rate Selection and Harvest Services Form' provided to you by Seeka in respect of each Supply Season);
- (j) that all of, or a portion of, the Kiwifruit from your Orchard can be bin stored in either bulk storage or controlled atmosphere, should Seeka select your Kiwifruit for this method of storage. Seeka will use reasonable endeavours to obtain your approval should either form of storage be required for your Kiwifruit;
- (k) to ensure that you, your Orchard manager (if applicable) and your Orchard comply with the Zespri Quality Manual provisions at all times during the 2015 and 2016 Supply Seasons; and
- (l) that, due to the Seeka Growers and Zespri supply agreements not being finalised at the time of the signing of this Form, Seeka reserves the right to amend or

modify the terms related to supply of Kiwifruit under this Form without providing notice to you in order to satisfy the requirements of the Seeka Growers or Zespri supply agreements.

MANAGED ORCHARD OWNERS AND LEASED ORCHARD OWNERS

If your Orchard is:

- (a) managed by Seeka ("Managed Orchard Owner"); or
- (b) leased to Seeka under Seeka's 'Total Value Lease' ("Leased Orchard Owner"), you irrevocably agree that your supply obligations set out in this Form will continue, and will not be terminated, should the management agreement or Total Value Lease (as applicable) between Seeka and you cease to be operative as between the parties or be amended or varied in any way for any reason at any time before the end of the 2016 Supply Season.

DEFAULT

If you default in your supply obligations in any Supply Season, or otherwise breach the applicable terms of supply, then you irrevocably agree that:

- (a) your right to participate in, and receive any benefits under, the Scheme will automatically cease (and, in particular, your right to receive any New Shares under the Scheme shall cease);
- (b) Seeka and/or Seeka Growers may claim damages, or seek specific performance against you, to the extent permitted by (and in accordance with) all applicable laws.

DISPUTE

If for any reason there is a query, dispute or difference arising under the Scheme, it will be determined by the Board in its sole discretion. Any determination of the Board shall be final and binding on you in all respects.

NO ASSIGNMENT

You may not, directly or indirectly, assign, transfer or otherwise dispose of any of your rights or interests in, or obligations or liabilities under, this Form or the Scheme, except with the prior written consent of Seeka, such consent not to be unreasonably withheld.

CONTRACTS (PRIVITY) ACT 1982

The provisions of this Form are intended to be for the benefit of, and be enforceable by Seeka Growers and Integrated Fruit Supply & Logistics Limited under the Contracts (Privity) Act 1982.

PRIVACY ACT 1993 STATEMENT

Seeka will ensure that your personal information provided to Seeka in this Form is held securely and will not be disclosed to any other person, except as authorised by you or required by law. Under the Privacy Act 1993, you have a right of access to, and correction of, the information held about you by Seeka or anybody to whom Seeka discloses that information. At your request, Seeka will advise the names and addresses of the bodies (if any) that have been given information about you.

Seeka reserves the right to accept or reject (at its discretion) any Form which is not completed correctly, and to correct any errors or omissions on any Form.

GOVERNING LAW

This Form is governed by, and shall be construed in accordance with, the laws of New Zealand. Each party unconditionally and irrevocably submits to the exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of this Form, the Offer Document and the Scheme.

SIGNATURES OF GROWER(S) FOR APPLICATION TERMS AND SIGNING INSTRUCTIONS, PLEASE SEE BELOW

Signature

Signature

Signature

Full name

Full name

Full name

Date

Date

Date

SEEKA GROWERS LIMITED

Malcolm Cartwright
Chairman
Seeka Growers Limited

SEEKA KIWIFRUIT INDUSTRIES LIMITED

Michael Franks
Chief Executive Officer
Seeka Kiwifruit Industries Limited

INSTRUCTIONS

1. If the Participating Grower is a company then this Form must be signed on behalf of the company by a person or persons authorised for that purpose.
2. If the Participating Growers are joint holders then this Form must be signed by all of the joint holders.
3. This Form may be executed by an attorney, in which case the relevant Power of Attorney together with a certificate of non-revocation as set out in this Form, must accompany this Form.
4. Once delivered this Form cannot be withdrawn or revoked.
5. If this Form is not completed correctly, Seeka may in its sole discretion still treat it as valid. Seeka's decision as to whether to treat an acceptance as valid, and how to construe, amend or complete it shall be final and binding in all respects.
6. When completed, this Form must be delivered (by either mail, hand delivery, email or fax) to Seeka before the Completion Date (5.00pm, 31 March 2015). Seeka's contact details are as follows:
7. If you have any queries about how to complete this Form, please contact Seeka directly. Seeka's contact details are set out above.

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY (COMPLETE ONLY IF SIGNING UNDER A POWER OF ATTORNEY)

I,	of	Address and Occupation of Attorney
HEREBY CERTIFY THAT:		
1. By a Power of Attorney dated the	day of	Year
("the Donor") appointed me his/her/its Attorney on the terms and conditions set out in the Power of Attorney.		
2. I have executed the Form as Attorney pursuant to the powers conferred on me by that Power of Attorney.		
3. At the date of this certificate I have not received any notice or information of the revocation of that Power of Attorney by the death or dissolution of the Donor or otherwise.		
Signed this	day of	201
Signature of Attorney		

IMPORTANT: An original or certified copy of the relevant Power of Attorney must be lodged with this form. Originals will be returned.

SCHEDULE STANDARD TERMS & CONDITIONS

1. APPOINTMENT OF SEEKA GROWERS AS GROWER'S AGENT

The Grower hereby appoints Seeka Growers as the Grower's agent for the supply of the Grower's crop to ZGL and other marketers of Kiwifruit ("Other Marketers") for all of the Supply Seasons. Seeka Growers is authorised by the Grower to delegate to IFSL the power and authority to enter into the ZGL Contract and contracts with Other Marketers in respect of the Grower's crop.

All appointments and authorisations referred to in this document are irrevocable for all of the Supply Seasons. The Grower agrees that the Grower will not, without obtaining the prior written consent of Seeka Growers and IFSL, intervene or deal directly with ZGL in relation to the ZGL Contract. All the Grower's dealings with ZGL in relation to the ZGL Contract must be through Seeka Growers and IFSL. The Grower acknowledges that the Grower has no interest in the ZGL Contract except for the Grower's interest in relation to supply of the Grower's own Kiwifruit and further acknowledges that, notwithstanding Seeka Growers is only an agent and a bare trustee, Seeka Growers has the right to determine the amount and timing of payments to the Grower in respect of Kiwifruit supplied by the Grower and this takes precedence over any rights of the Grower under the ZGL Contract.

The Grower appoints Seeka Growers and/or IFSL as the Grower's agent for the Supply Seasons:

- a. to negotiate and enter into a contract or contracts for the provision of all post-harvest services in respect of the Grower's crop with Seeka. These contracts may occur by way of a single contract in respect of all Growers;
- b. to receive and pool with other Grower funds, payments received from ZGL under the ZGL Contract in respect of the Grower's Kiwifruit;
- c. to pay on the Grower's behalf all charges payable by the Grower to Seeka for the provision of post-harvest services; and
- d. to sign all documents and deal with the Grower's crop and all monies coming into its hands on the Grower's behalf as if Seeka Growers and/or IFSL was the owner thereof.

The Grower agrees to be bound by the rules of Seeka Growers which include the process for the election of Directors/Councillors (a copy of which is available from Seeka Growers on request).

2. SET-OFF

The Grower irrevocably authorises Seeka Growers and/or IFSL to deduct from, or set-off against any payment due to the Grower from Seeka Growers any amount owing by the Grower to Seeka Growers, IFSL or Seeka.

3. THE ZGL CONTRACT

The Grower acknowledges that IFSL enters into the ZGL Contract as the Grower's sub-agent to enable Seeka Growers to carry out its obligations to the Grower under this Grower Contract. The Grower acknowledges that the final form of the ZGL Contract may not be available at the time of entry into this Grower Contract or at the time the Grower's fruit is supplied. Notwithstanding this, the Grower agrees that this Grower Contract applies from the point in time when the Grower's Kiwifruit is supplied to Seeka Growers/Seeka, or the date on which this Contract is signed, whichever is earlier, and ends when a final payment is made to the Grower in

respect of the Grower's crop for the 2016 Supply Season provided that any payment obligations of the Grower shall continue, notwithstanding the end of the term, until such time as all payments that are required to be made, have been made.

The Grower acknowledges that once finalised the ZGL Contract is available for inspection by the Grower at the offices of Seeka.

Any terms used in this Grower Contract which are defined terms under the ZGL Contract have in this Grower Contract the meanings given to them in the ZGL Contract. Seeka Growers is entitled to amend this Grower Contract should unforeseen changes be made to the ZGL Contract, or where amendment is required to ensure consistency with industry changes. The Grower will be given notice of any such changes and upon such notification shall be deemed to form part of this Grower Contract.

4. OVERPAYMENTS

The Grower acknowledges that under Clause C9.1 of the Pricing and Payment Manual (which forms part of the ZGL Contract) that IFSL is required in the circumstances set out in that clause to make certain payments to ZGL ("overpayments"). The Grower acknowledges that IFSL can require Seeka Growers to pay its share of overpayments to IFSL. The Grower agrees that the Growers pro rata share of overpayments will be a debt due from the Grower to Seeka Growers repayable within 14 days of demand being made by Seeka Growers or IFSL.

The Growers pro rata share of overpayments shall be determined by Seeka Growers and/or IFSL.

5. INFORMATION

The Grower acknowledges that obligations are imposed on Seeka Growers by clause A4.4 of the ZGL Contract, in relation to the release of information. The Grower agrees to provide and consents to Seeka Growers releasing such information to ZGL for the purposes of the ZGL Contract.

6. TITLE - SECURITY INTERESTS

The Grower acknowledges that under the ZGL Contract IFSL is required to pass legal and beneficial title to the Kiwifruit and Packaging supplied by the Grower under this Grower Contract to ZGL at FOBS and that IFSL is required to indemnify ZGL against any Security Interests affecting Kiwifruit and Packaging supplied to ZGL. As required by clause B5 of the ZGL Contract, the Grower accordingly agrees with Seeka Growers and agrees for the benefit of IFSL as follows:

- a. Seeka Growers is irrevocably authorised as agent of the Grower to pass title to the Grower's Kiwifruit and Packaging on behalf of the Grower to ZGL under the ZGL Contract at FOBS free of all Security Interests, and the Grower irrevocably authorises Seeka Growers to delegate to IFSL its power to pass title to the Grower's Kiwifruit and Packaging at FOBS free of all Security Interests to ZGL and the power to do all things necessary to enable this to occur; and
- b. Seeka Growers is irrevocably authorised to direct payments that would have otherwise been due to the Grower to the holder of a Security Interest in the Kiwifruit and Packaging submitted by the Grower and proceeds thereof; and
- c. Details of all Security Interests currently held over the Grower's Kiwifruit and proceeds thereof have been provided by the Grower to Seeka Growers at the time

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Attention: Janette Revell
Facsimile: (07) 573 9831
Email: info@seeka.co.nz

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of signature of this Grower Contract. Details of any further Security Interests created after signature will be forthwith provided by the Grower to Seeka Growers. Seeka Growers is irrevocably authorised to deal directly with the holder of any Security Interest on behalf of the Grower; and

- d. The Grower will cause all Security Interests in respect of the Kiwifruit supplied under this Grower Contract and packaging owned by the Grower and proceeds thereof to be removed no later than any date fixed by ZGL or Seeka Growers or IFSL or if no date is fixed then prior to the end of the applicable Supply Season. The Grower must apply all payments received by or from Seeka Growers or IFSL in or towards satisfaction of all Security Interests in respect of the Grower's Kiwifruit, Packaging and proceeds thereof. The Grower hereby agrees to indemnify Seeka Growers and the growers it represents and IFSL against any costs, losses, expenses, or liabilities which Seeka Growers or the growers it represents may suffer or incur or which may be asserted against Seeka Growers or the growers it represents or IFSL as a result of the Grower not providing clear title to the Grower's Kiwifruit and Packaging free of all Security Interests or as a result of the proceeds thereof being subject to a Security Interest; and
- e. If this Grower Contract is terminated for any reason whatsoever by the Grower, the Grower must take all necessary steps to ensure that all Kiwifruit and Packaging in respect of which an advance payment of a type referred to in the Pricing and Payment Manual (whether or not the Grower has received any amount of that payment) is supplied to ZGL through Seeka Growers and IFSL in accordance with the provisions of the ZGL Contract; and
- f. The Grower agrees that if all Kiwifruit and Packaging in respect of which an Advance Payment of a type referred to in the Pricing and Payment Manual has been made, is not supplied to ZGL, the Grower will forthwith upon demand being made pay to Seeka Growers or IFSL the full amount of the Advance Payment made in respect of the Grower's Kiwifruit and Packaging. This obligation is not subject to any right of set-off.

7. CROP ESTIMATE

The Grower will, when entering into this Grower Contract provide Seeka Growers and Seeka with a Crop Estimate, being an estimate of the crop, for all varieties and classes of kiwifruit expected to be submitted by the Grower for packing during each Supply Season measured in tray equivalents.

The Grower must take all reasonable steps to update the Crop Estimate at such times as this is requested and must immediately notify Seeka Growers and Seeka if the Grower becomes aware of any matter that may give rise to a need to amend the Crop Estimate. The Grower must supply to Seeka for packing, Kiwifruit referred to in the Crop Estimate.

8. LOYALTY PREMIUM

If the Grower has appointed Seeka Growers as its agent in respect of the Three Year Rolling Grower Contract with ZGL, the Grower confirms that agency, and the terms thereof, and authorises Seeka Growers to receive and pool with other growers funds, any Loyalty Premium paid by ZGL in respect of the Grower's Kiwifruit.

9. DISPUTE RESOLUTION

The Grower and Seeka Growers and/or IFSL will use all reasonable endeavours to resolve any dispute arising from this Grower Contract by consultation. If any dispute arising out of, or in connection with this Grower Contract, other than a dispute referred to in clause 9c, below, cannot be resolved by consultation within 7 days from notification in writing of the dispute by one party to the other, then:

- a. The parties, or any of them, may refer the dispute to LEADR (Lawyers Engaged in Alternative Dispute Resolution) for mediation.
- b. If the dispute cannot be resolved by mediation then a party may submit the dispute to arbitration of a single arbitrator to be agreed upon by the parties or failing agreement within 10 days to be appointed by the President for the time being of the Arbitrators and Mediators Institute of New Zealand and the decision of the arbitrator shall be final and binding on the parties.
- c. Where the dispute is of a type referred to in the Intercheck procedures set out in the ZGL Quality Manual, the parties shall resolve the dispute in accordance with those procedures.
- d. Unless agreed otherwise, both parties will continue to perform their obligations in accordance with this Grower Contract notwithstanding any dispute.

10. RISK AND INSURANCE

Seeka Growers, Seeka and IFSL are not responsible for any damage or loss occasioned to the Grower by factors beyond their control including, weather conditions, industrial action or mechanical breakdowns. The Grower's crop is covered under the ZGL Marine Insurance Cover from harvest to FOBS, with the Grower noted as an interested party on the ZGL policy.

The crop is also covered by ZGL's contaminated products policy in accordance with section C of schedule 10 of ZGL's Contract and the pool hail policy in accordance with section D of schedule 10 of ZGL's Contract. The Grower's Kiwifruit crop shall at all times during picking, packing, and in the coolstore be at the Grower's risk.

Seeka will ensure that Material Damages Insurance to a "Tier 1 Claim" minimum of \$250,000 per event is held by Seeka for itself and Seeka Growers at all times, and will supply evidence of such insurance upon request.

Seeka will ensure that Bailee's Liability Insurance to a minimum cover of \$1,000,000 per event is held by Seeka for itself and Seeka Growers at all times and will supply evidence of such insurance on request.

With respect to Earthquake Policy exclusions, Seeka has sufficient cover in place to cover its own assets, but has no provision to cover any Grower/ZGL interests should multiple large earthquakes give rise to the situation were the applicable site deductibles exceed the national pool cover.

11. RESIDUE MANAGEMENT

The Grower has an obligation to disclose to Seeka any unconventional sprays, including the use of any agrichemicals outside the conditions of the label, or who has applied in the Grower's orchard or to the Grower's crop, or undertaken any unconventional orchard practices or other matters that could cause problems for Seeka in the packing and coolstorage of the Grower's crop, or cause the crop to fail to meet export requirements, or cause loss or damage to Seeka or other growers for whom Seeka is packing and cooling Kiwifruit. The Grower indemnifies Seeka Growers and Seeka and any other growers for whom Seeka is packing and cooling Kiwifruit, where they are in any breach of this discloser requirement. The Grower will comply with all grower obligations prescribed by ZGL, including grower contractual and registration procedures, standards and specifications, and all environmental, food safety and OSH standards.

To remove all doubt, if residues are detected, and no disclosure of use has been made, Zespri will refuse to accept the fruit for export.

12. PERFORMANCE REQUIREMENTS

The Grower must comply with the requirements imposed on Seeka Growers by clauses A4.2 and A4.3 of the ZGL Contract as if those requirements applied to the Grower.

13. INDEMNITY

The Grower shall indemnify and keep indemnified Seeka Growers, the growers Seeka Growers represents, Seeka and IFSL on demand for all losses, liabilities, costs and expenses incurred by Seeka Growers, the growers Seeka Growers represents, Seeka or IFSL arising from any breach by the Grower of the Grower's obligations under this Grower Contract. Further, the Grower will fully indemnify Seeka Growers, Seeka and IFSL for all reasonable costs incurred to mitigate any fruit loss that is the subject of a valid Marine Cargo claim under the Kiwifruit Industry Marine Cargo programme arranged by Zespri.

14. HORTICULTURAL NEW ZEALAND LEVY

This compulsory levy will be paid on the Grower's behalf by Seeka Growers.

15. IFSL

The Grower accepts the IFSL Policies and authorises Seeka Growers and IFSL to deal with the Grower's crop and money belonging to the Grower in accordance with those policies. The Grower agrees that all benefits expressly or impliedly conferred on IFSL and Seeka by these standard terms and conditions are enforceable against the Grower by IFSL and Seeka pursuant to the Contracts (Privity) Act 1982.

16. GST

The Grower must be registered for GST for all of the Supply Seasons and remain so until all proceeds for all of the Supply Seasons have been fully distributed.

17. RIGHT TO AMEND THIS AGREEMENT

The Grower acknowledges that Seeka with the agreement of Seeka Growers may amend this agreement in respect of a Supply Season in order to satisfy the requirements of the Seeka Growers and/or IFSL and/or ZGL supply agreements that apply generally in respect of that Supply Season.

18. DEFINITIONS AND INTERPRETATION

"Grower" means an Eligible Grower as that term is defined in Seeka's Grower Incentive Scheme Offer Document.

"IFSL" means Integrated Fruit Supply & Logistics Limited.

"IFSL Policies" means current policies and procedures adopted by IFSL (or its shareholders).

"Supply Seasons" means the Kiwifruit supply seasons in each of 2015 and 2016 (each a "Supply Season"), commencing with the first fruit harvested in the applicable year and ending when a final payment to the Grower in respect of the Grower's Kiwifruit Crop is made by Seeka Growers in that year.

"Seeka Growers" means Seeka Growers Limited.

"Seeka" means Seeka Kiwifruit Industries Limited.

"ZGL" means Zespri Group Limited and its subsidiaries.

"ZGL Contract" means, in respect of a Supply Season, the Supply Agreement between IFSL and ZGL in respect of the Kiwifruit crop harvested in that Supply Season.

Any reference to a document includes reference to that document (and, where applicable, any of its provisions) as amended, updated, novated, supplemented, or replaced from time to time, with or without notice.