

## E-PORTAL ACCESS AGREEMENT

IMPORTANT: PLEASE CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE YOU USE ANY E-PORTAL SERVICES. THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT OR EXCLUDE OUR LIABILITY TO YOU. BY ACCESSING OR ATTEMPTING TO ACCESS ANY E-PORTAL SERVICES, AND/OR BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND HAVE AGREED TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE, OR ATTEMPT TO USE, ANY E-PORTAL SERVICES.

### 1. DEFINITIONS

In this Agreement, the following terms and expressions will have the following meanings:

"Access Device" means any device allowing you to use or access the E-Portal Services including, but not limited to, personal computers and hand-held web-enabled devices.

"Account" means any account you have with Viterra to which you request access through the E-Portal Services.

"Common View" means the ability to view (and, if applicable transact business on) accounts of multiple business entities or individuals at the same time using the same User ID and Password.

"Electronic Instruction" means any instruction regarding an Account or E-Portal Services that is transmitted through an Access Device.

"E-Portal Services" means any products or services, including access to Accounts, that are available through those portions of our Web Site that require a User ID and Password, as such products or services may change from time to time.

"Information Provider" means a Third Party who provides Viterra with content for the Web Site.

"Password" means your E-Portal Services personal password initially assigned to you in connection with the E-Portal Services, as it may be amended by you from time to time.

"Third Party" means any person, entity, governmental authority or organization other than Viterra.

"User ID" means the unique user-number identifier used by you to access the E-Portal Services.

"Viterra", "we", "our" or "us" means Viterra Inc., its affiliates, successors and assigns.

"Web Site" means all web-pages and files posted by Viterra under the domains www.viterra.ca, as may be amended from time to time by Viterra.

"you" or "your" means the individual accessing and using the Web Site and includes any corporation, partnership or other business entity on whose behalf such individual is accessing and using the E-Portal Services.

## 2. USE OF SERVICES

(a) You may only use the E-Portal Services to access an Account you are authorized to access and to conduct such transactions as you are authorized to conduct.

(b) You will not use the E-Portal Services for any illegal or improper purpose or take any action that could undermine the security or integrity of, or interrupt the operations of, the E-Portal Services. You agree not to modify, move, add to, delete or otherwise tamper with any proprietary information contained in the Viterra Web Site. You also agree not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information contained in the Web Site.

(c) You agree to comply with all applicable local, provincial, state, national, international and foreign laws, treaties and regulations applicable to you in connection with the use of the E-Portal Services.

## 3. WARRANTY OF AUTHORITY

If you are accessing the E-Portal Services on behalf of one or more business entities (such as a corporation or a partnership), you warrant that you have the full authority of each such business entity to do so. You further warrant that you have the authority to legally bind such business entities to the provisions of this Agreement.

## 4. COMMON VIEW

If you have been given Common View rights, you agree to protect the confidentiality of the personal and/or business information of all of the business entities or individuals whose Accounts you are able to access pursuant to your Common View rights.

## 5. USER IDS AND PASSWORDS

(a) Password Confidentiality: You agree to keep your User ID and Password absolutely confidential and to ensure your Password is never disclosed, accidentally or otherwise, to anyone

at any time. You are solely responsible for the maintenance and security of your User ID and Password.

(b) Use of User ID and Password: You are responsible for all consequences and losses relating to the use of your User ID and Password, whether or not you authorized that use. If you know or suspect your User ID or Password is being misused, you must as soon as possible, notify Viterra by telephone as specified in section (c) below, and immediately change your Password (please see the Viterra Web Site for information on how to change passwords). You agree that, until we receive such notice and have had a reasonable opportunity to implement measures to prevent unauthorized use of your User ID or Password, you will remain liable for all unauthorized use of your User ID or Password that may occur as a result of authorized or unauthorized use of your User ID and Password. Once we have received proper notice from you and we have had a reasonable opportunity to implement measures to prevent unauthorized use of your User ID and Password, you will no longer be responsible for unauthorized use of your User ID or Password from that point forward. You understand and acknowledge that Viterra shall incur no liability whatsoever for any consequences and/or losses that occur through your use or misuse of your User ID and Password.

(c) Notice:

You may notify Viterra by phone by calling the Customer Portal Help Line toll free at 1-866-647-4090 during its regular hours of service. Hours of service are 8:00 am to 4:30 pm (Regina, Saskatchewan Time) from Monday to Friday. Viterra reserves the right to ask validating questions prior to accepting any instructions by telephone. Viterra does not accept any liability for failing to ask validating questions.

## 6. ELECTRONIC INSTRUCTIONS

Viterra may treat your Electronic Instructions as documents written and signed by you. You acknowledge that an Electronic Instruction is final and you cannot object to it later. Viterra may, at its sole discretion, decline to act on Electronic Instructions and shall not incur any liability for failing to do so. Viterra may maintain a database of your Electronic Instructions.

## 7. RECORDS

Viterra's records of your Electronic Instructions will be conclusive and binding on you in any disputes, including any legal proceedings, as the best evidence of your Electronic Instructions in absence of clear proof that Viterra's records are wrong or incomplete.

## 8. SECURITY

Viterra is committed to keeping your confidential information safe and has in place reasonable measures to protect the security of the E-Portal Services. In order to protect you and your data,

Viterra may suspend your use of the Web Site or any Account, without notice, pending an investigation, if Viterra suspects that a breach of security has occurred.

You acknowledge that ensuring the security of your information (including personal, financial and business information) requires you to exercise safe computing practices. These safe computing practices are in addition to your responsibility to maintain the confidentiality of your User ID and Password. You must properly log off, disconnect and close your Internet browser after each session in which the E-Portal Services have been accessed or used.

The Access Device you use to access the E-Portal Services may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, it is your responsibility to ensure that any Access Device you use to access the E-Portal Services has an up-to-date anti-virus program, anti-spyware program and firewall. Viterra does not assume any liability or responsibility whatsoever for computer viruses or other destructive programs received during the electronic transmission of content from the E-Portal Services or any sites accessed through links provided through the E-Portal Services.

## 9. PRIVACY

By accessing and using the E-Portal Services, you acknowledge and accept Viterra's Privacy Policy, as amended from time to time.

## 10. CONTENT

Viterra offers the E-Portal Services in order to improve the accessibility of information to its customers. The E-Portal Services are not intended to provide management, financial, technical or other advice and they are not intended to be used as a substitute for specific professional advice. You assume all responsibility for your use or non-use of the information you obtain through the E-Portal Services and any information you may access through the Viterra Web Site, and you assume all responsibility for any action or inaction you may perform or refrain from performing based on the information you obtain through the E-Portal Services and through the Viterra Web Site.

## 11. INTELLECTUAL PROPERTY

The content of the E-Portal Services may be protected by copyright. You may not copy, reproduce, publish, distribute, modify or perform any content protected by copyright without obtaining permission of the copyright owner. You are granted a limited license to view the content contained in the E-Portal Services via an electronic display for your personal (including your business) purposes only. Any other use or distribution of the content, in whole or in part, is prohibited without the written consent of the author. Viterra and its Information Providers and licensors reserve all intellectual property rights to content included within the E-Portal Services.

## 12. LIMITATIONS OF LIABILITY

(a) In addition to any other limitations on Viterra's liability contained elsewhere in this Agreement, Viterra's liability for loss or damages arising under this Agreement or in connection with the E-Portal Services will be limited in the aggregate to direct damages arising out of the failure of Viterra's employees to take commercially reasonable steps to comply with Viterra's obligations under this Agreement. Viterra's aggregate liability for any such events is limited to \$50.00 (CDN).

(b) Under no circumstances shall Viterra (or its directors, officers, employees, agents, representatives, affiliates and Information Providers) be liable to you or any Third Party:

(i) for any direct (except as set out in 12(a) above), indirect, special or consequential damages, or for any loss of profit, loss of revenue, loss of reputation or loss of business opportunity, that result in any way from your access or use of the E-Portal Services or from your use or non-use of the information you obtain through the E-Portal Services and any information you may access through the Viterra Web Site, or from any action or inaction you may perform or refrain from performing based on the information you obtain through the content of the E-Portal Services and through the content of the Viterra Web Site;

(ii) for any losses, damages or expenses arising out of your use or non-use of, or reliance or non-reliance on, any E-Portal Services or access to the Internet or any part thereof;

(iii) for any losses, damages or expenses (including legal fees) arising out of any allegation, claim, suit or other proceeding based on a contention that the use of the E-Portal Services by you or a Third Party infringes the intellectual property rights or contractual rights of any Third Party; and

(iv) for any losses, damages or expenses arising due to events beyond Viterra's control.

(c) The limitations and exclusions of liability described in this Agreement shall apply regardless of whether the cause of action is in contract (including, without limitation, breach of a fundamental term) or tort (including, without limitation, negligence).

(d) The limitations and exclusions of liability contained in this Agreement shall apply to the farthest extent allowed by law.

### 13. WARRANTY DISCLAIMER

To the fullest extent permitted by law, Viterra provides the E-Portal Services on an "as is, where is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the E-Portal Services or to any content or information contained in or provided by the E-Portal Services. This includes, without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currentness, reliability or fitness for a particular purpose.

Further, to the fullest extent permitted by law, Viterra does not represent or warrant:

- that the E-Portal Services will be available and meet your requirements;
- that access to the E-Portal Services will be uninterrupted;
- that there will be no delays, failures, errors or omissions with the E-Portal Services
- that there will be no loss of transmitted information from or through the E-Portal Services;
- that no viruses or other contaminating or destructive properties will be transmitted by or through the use of the E-Portal Services; or
- that no damage will occur to your computer system by or through the use of the E-Portal Services.

You have sole responsibility for adequate protection and backup of data and/or Access Devices and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

### 14. FORWARD-LOOKING STATEMENTS

The E-Portal Services may contain forward-looking statements and reflect Viterra's expectations regarding future results of operations, financial conditions and achievements. All statements included in the E-Portal Services that address activities, events or developments that Viterra or its management expect or anticipate will or may occur in the future, the growth of the business and operation, competitive strengths, strategic initiatives, planned capital expenditures, plans and references to future operations and results of Viterra and such matters, are forward-looking statements. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance and achievements of Viterra to be materially different from any future results, performance and achievements expressed or implied by those forward-looking statements. Many of these risks are beyond the control of Viterra. All forward-looking statements appearing in the E-Portal Services are qualified by this cautionary statement, and there can be no assurance that the developments or results anticipated by Viterra will be realized, or even substantially realized, that such results will have the expected consequences for, or effects on, Viterra. Subject to applicable security law requirements, Viterra disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## 15. TRADEMARKS

Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of the E-Portal Services may constitute trade names, trademarks or service marks of Viterra or its Information Providers. The display of trademarks on pages of the E-Portal Services does not imply that a license of any kind has been granted to you. You may not use the trademarks, logos and service marks (“Marks”) for any purpose including, but not limited to, use as hyperlinks, hot links, or meta tags in other pages or Internet sites without the written permission of the owner of the Marks, whether that is Viterra or one of its Information Providers.

## 16. EXTERNAL LINKS

Links to websites provided as part of the E-Portal Services are meant for convenience only. Viterra is not responsible for the content, accuracy or opinions expressed in such websites and Viterra does not investigate monitor or check the accuracy or completeness of Third Party websites. Inclusion of any linked website does not imply approval or endorsement by Viterra of the linked websites or contents or information contained in such websites. Viterra makes no representations whatsoever about any other website or information that you may access through the Viterra Web Site. Viterra does not assume any liability or responsibility whatsoever for the operation of, or content at, any of the linked resources, nor for any of the interpretations, comments or opinions expressed therein.

## 17. ARBITRATION

Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to this Agreement, or any E-Portal Services, shall be referred to and determined by binding arbitration (to the exclusion of the courts). Such arbitration shall be referred to a single arbiter pursuant to The Arbitration Act, 1992 (Saskatchewan). The arbitration shall take place in Regina, Saskatchewan, Canada. The decision of the arbiter shall be final and binding upon the parties. Each party shall bear its own legal expenses and costs of arbitration, including attorneys' fees. The costs and expenses of the arbitration proceedings, including applicable arbitration fees and expenses, shall be borne equally by the parties or as otherwise determined by the arbitrator. You agree to waive any right you may have to commence or participate in any class action against Viterra or any of its suppliers related to this Agreement or any E-Portal Services and, where applicable, you agree to opt-out of any class-action proceedings against Viterra.

## 18. GOVERNING LAW

This Agreement shall be treated as though it were executed and performed in the Province of Saskatchewan, Canada, and shall be governed by, construed and enforced in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Without

limiting in any way the application of Section 17, you irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan for the determination of any matters under this Agreement.

## 19. CHANGES TO AGREEMENT

Viterra may change the terms and conditions of this Agreement from time to time in any one or more of the following ways:

a notice displayed on the Viterra Web Site and/or on the login screens accessed when using the E-Portal Services; and/or by requiring you to electronically accept the additional or amended terms and conditions of this Agreement at any time.

If you continue to use any of the E-Portal Services after the effective date of any additional or amended terms or conditions to this Agreement, then you will be deemed to have accepted such additional terms or conditions.

## 20. TERMINATION

Viterra reserves the right, in its sole discretion, to suspend or terminate any E-Portal Services or your use of any E-Portal Services at any time and for any reason.

## 21. SEVERABILITY

Any provision of this Agreement which is, deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable from this Agreement and shall not impair the remaining provisions of this Agreement.

## 22. LANGUAGE

The parties to this Agreement have required that this Agreement and all deeds, documents and notices related to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

**BY CLICKING "I AGREE", YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

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