

CWB PIN AGREEMENT: Terms And Conditions Of Use

Please read the following Terms and Conditions (below) regarding use of the PIN.

WHEREAS this **CWB PIN Agreement: Terms & Conditions of Use** (the "Agreement") is being entered into by the CWB and the Producer for the purposes of:

- a. providing the Producer with certain information relative to the sale of grain from the Producer to the CWB and certain Producer account information through the telephone at the various telephone numbers set up and monitored by employees of the CWB and for transactions with the Producer (the "**Information System**"), for the purpose of facilitating the delivery and sale of grain from the Producer to the CWB;
- b. acknowledging and agreeing to be bound by the Terms and Conditions contained herein as the same may be amended by the CWB from time to time by written notice to the Producer;

AND WHEREAS, in furtherance of the delivery and sale of grain from the Producer to the CWB, the Producer will be assigned a confidential Personal Identification Number (PIN);

AND WHEREAS, both the Producer and the CWB recognize the importance of keeping all information obtained from or relative to the Information System, confidential;

NOW THEREFORE the Producer accepts the Terms and Conditions outlined herein and agrees with the CWB as follows:

1. DEFINITIONS

- a. "CWB" means the Canadian Wheat Board.
- b. "Information System" means information provided via the telephone at the various telephone numbers set up and monitored by employees of the CWB for information purposes.
- c. "PIN" means the confidential, four-digit Personal Identification Number assigned to the Producer enabling him to access the CWB's telephone system.
- d. "Producer" means the undersigned.
- e. "Transaction" means any transaction entered into making use of the PIN, and includes the entering into of a CWB contract. The list of Transactions for which the CWB permits the PIN to be used may change from time to time and is available on the CWB Web site at www.cwb.ca, by telephoning the CWB at 1-800-275-4292, and through Fax-on-demand at 1-800-275-4292.

2. APPLICATION OF THIS AGREEMENT

- a. This Agreement applies to each and every Transaction entered into by the Producer or on the Producer's behalf.
- b. The Producer covenants and agrees that the Producer will utilize the Information System only for the purposes set out above and may be liable for any intentional misuse of the Information System.

3. CHANGES TO THE TERMS AND CONDITIONS

- a. The CWB may change this Agreement and the Terms and Conditions herein contained periodically as it sees fit. The Producer will be notified at least 14 days before the effective date of each change. If the PIN is used after the effective date of a change, the Producer will be **deemed** to have agreed to that change.
- b. The CWB shall not be obliged to give notice of revisions to the list of Transactions for which the Information System can be used beyond making such list available as set out above. Rather it shall be the Producer's obligation to ensure that he is aware of all available Transactions that can be completed through the Information System.

4. LEGAL EFFECT OF USING PIN

- a. Each Transaction made with the PIN will have the same legal effect as if it was made by written order to the CWB and signed by the Producer, and the Producer will be liable for that Transaction and all resulting activity.
- b. In all Transactions made via the telephone system using the PIN, the CWB and the Producer will treat the use of the PIN as the Producer's electronic signature and will treat and are hereby authorized to treat the use of the PIN as conclusive proof that the person providing the PIN to the CWB is in fact the Producer.
- c. The Producer acknowledges and agrees that where the PIN is used to complete a Transaction and where there are contractual terms and conditions governing the Transaction (for example, a CWB contract), the Producer will be deemed to have received, read, understood and agreed to each and every such term and

condition. The Producer agrees that they shall be bound by all such terms and conditions as if they had placed their signature upon them.

- d. The Producer further expressly acknowledges and agrees that the provisions in paragraph 4 (a), (b) and (c) above shall apply regardless of whether the PIN has been used by the Producer or by someone other than the Producer.
- e. The only exceptions to the liability of the Producer are contained in Paragraph 8 below.

5. RESTRICTION or TERMINATION of PIN or AGREEMENT

The CWB may restrict the use of the PIN or terminate this Agreement and the Producer's access to the Information System at any time and without notice if the Producer is in breach of this Agreement or by giving written notice to the Producer. If this Agreement is terminated the Producer is not relieved of any obligations under this Agreement or under any Transactions entered into prior to the termination hereof until all such obligations have been completely satisfied.

6. NOTICES

- a. Any notice required to be given under this Agreement shall be effectively given if it is sent:
 - i. to the Producer, at the Producer's address last appearing in the CWB's records; or
 - ii. to the CWB, at 423 Main Street, Box 816, Station Main, Winnipeg, MB, R3C 2P5 or by fax to the CWB at 1-204-983-8031. Any such notification by the Producer must be clearly marked **Attention: Farmer Operations** and must include the Producer's full name and ten digit, Producer Identification Number and be signed by the Producer.
- b. Notice delivered or mailed to the CWB will be effective at the time it is received. Notice faxed to the CWB will be effective at the time it is received if it is received during normal business hours on any business day; otherwise notice by fax will be effective as of the opening of business on the next business day.

7. CONFIDENTIALITY OF PIN

- a. The Producer must always keep the PIN strictly confidential. No one but the Producer is authorized by the CWB to use or have access to the PIN.
- b. The Producer must take every reasonable precaution to ensure that the PIN is never disclosed, inadvertently or otherwise, to anyone other than authorized CWB staff. If asked by the CWB, the Producer will have to prove to the CWB's sole satisfaction that such precautions have been taken.
- c. If the Producer knows or suspects that anyone else knows or may know the Producer's PIN, the Producer must notify the CWB at the Producer's earliest opportunity and immediately comply with the CWB's process for changing the PIN.

8. RELIEF FROM LIABILITY

- a. The Producer will not be liable for losses incurred by the CWB resulting from the CWB's technical problems or errors. However, the Producer will be liable for all Transaction entry errors that the Producer may make and for all fraudulent or worthless Transactions.
- b. Except as stated below, in the event that the Producer notifies the CWB as contemplated in paragraph 7(c) above, the Producer will not be liable for any Transaction made after the time such notification is received by the CWB. However, for this limitation on liability to apply, the said Transaction(s) must have resulted from the unauthorized use of the PIN by someone other than the Producer. The Producer will be required to establish, to the CWB's sole satisfaction, that the Producer did not authorize or otherwise acquiesce in any such use of the PIN and that the Producer notified the CWB, at the Producer's earliest opportunity, of the circumstances referred to in paragraph 7 (c).

9. ACKNOWLEDGEMENT

- a. The CWB agrees to maintain the Information System and abide by the terms hereof.
- b. If the Producer is not an individual (i.e. corporation, trade name, cooperative, colony, financial institution, etc.) the persons who are given access to the Producer's PIN are all of the persons authorized to access the Information System using the Producer's PIN.