

UFA Members & Customers,

UFA CREDIT ON ACCOUNT PROGRAM TERMS AND CONDITIONS

For the purposes of these UFA Credit on Account Program Terms and Conditions, “you”, “your”, the “**Borrower**” and the “**Corporation**” refer collectively to: (i) the individual, sole proprietorship, corporation or partnership which has executed the credit application and/or credit agreement which make reference to these UFA Credit on Account Program Terms and Conditions, as borrower; (ii) all additional borrowers or co-borrowers under the credit application and/or credit agreement which make reference to these UFA Credit on Account Program Terms and Conditions; and (iii) their heirs, executors, personal representatives, administrators, successors and assigns. “**UFA**” refers to United Farmers of Alberta Co-operative Limited and its successors and assigns. For the purposes of these UFA Credit on Account Program Terms and Conditions, “we”, “our”, and “us” refer to **UFA**. These UFA Credit on Account Program Terms and Conditions and the credit application and/or credit agreement to which these UFA Credit on Account Program Terms and Conditions are attached together with all amendments, changes, renewals, extensions, modifications, replacements or other variations from time to time hereto or thereto, are collectively referred to herein as the “Agreement”. You agree to be bound by the terms and conditions of the Agreement.

In consideration of **UFA** granting to you a line of credit (the “**Credit**”) for the purchase from UFA or its affiliates of merchandise, fuel, agricultural inputs, other products or services or any combination thereof, you agree to the following terms and conditions governing the Credit and any and all such purchases, namely:

1. Personal Information Notice. By signing the Agreement, you authorize and consent to the release by third parties to, and the collection by UFA and to the use by UFA and its agents, employees, affiliates, other representatives, credit bureaus and reporting agencies, service providers, other credit grantors, business and financial institutions with whom you have had or propose to have a financial relationship, the Canadian Wheat Board, the Canadian Grain Commission and government departments and/or agencies responsible for land titles and registration and motor vehicle licensing and registration of, the personal

information provided herein and other credit and financial information collected by us or on our behalf from you and/or the above sources in support of the agreement and the credit applied for or any renewal or extension thereof, including personal information previously collected by UFA from you and/or the above sources, for the purposes of: (a) obtaining and using a credit information report; (b) verifying your current and ongoing creditworthiness and information you have provided in connection with the Agreement; (c) evaluating the Agreement; (d) providing or arranging for and managing your credit arrangements; (e) providing the products, services and information you request or we decide to offer to you; (f) managing, administering, servicing and collecting on your account; (g) if applicable, registering, administering and enforcing a security interest in your crops/proceeds and other assets; (h) providing credit references to other/potential creditors; (i) meeting legal, regulatory, security and processing requirements; and (j) activities as otherwise outlined in the UFA Privacy Policy, and as permitted or required by law. We will collect, use and disclose your personal information in accordance with these purposes. If you provide your Social Insurance Number, you consent to its use by us for matching of credit bureau/reporting agency information and verifying your identity. You consent to the disclosure by us (and the receiving parties' collection, use and disclosure) of your personal information to parties connected with, and for the purposes of, any contemplated or actual financing, insuring, securitizing, sale, assignment or other disposal of all or part of our business or assets, subject to compliance with any additional requirements imposed in such circumstances by applicable privacy law. Nothing herein limits or affects UFA's obligations with respect to personal information about you it has collected or may collect in the future for use in connection with purposes other than the Credit. UFA's Privacy Policy as in effect from time to time is also available at www.ufa.com. This Section 1 shall survive any expiration or termination of the Agreement.

2. Being Jointly and Severally Liable. Each person who has signed the Agreement is bound by the Agreement and is jointly and severally liable for payment of the indebtedness and liabilities owing by you in respect of the Credit and the Agreement and for performing all of the obligations under the Agreement and each such person may give us any instructions regarding the Agreement without the agreement of any other person. We are not responsible for ensuring consensus among all such persons. In addition, the Agreement will be binding on

your heirs, executors, personal representatives, administrators, successors and assigns, and enure to the benefit of our successors and assigns.

3. Other Agreements. You represent and warrant that no event has occurred and is continuing, and no circumstance exists which has not been waived, and which constitutes a default or event of default in respect of any material commitment, agreement or any other instrument to which you are now a party or are otherwise bound, entitling any other party thereto to accelerate the maturity of amounts of principal owing thereunder, or terminate any such material commitment, agreement or instrument and you will use your best efforts to advise us should this cease to be true and accurate at any time.

4. Use of Proceeds. You agree to use the Credit to finance the purchase by you of goods and services sold by UFA (or certain affiliates of UFA as designated by us from certain UFA outlets as designated by us). You will not use your Credit for any transaction which is illegal.

5. Debt Owning and Not Exceeding Your Credit Limit. When you use the Credit or authorize others to use it, you incur indebtedness and liability to us under the Credit and the Agreement in the amount of the Credit which has been used. You may use the Credit up to the credit limit amount which has been set forth (in our sole discretion) on the most recent monthly statement delivered to you (as such credit limit may increase or decrease from time to time, the “**Credit Limit**”). We can increase or reduce your Credit Limit or allow you to exceed your Credit Limit without telling you in advance and, in either event, the Agreement will apply to the full amount of the indebtedness and liabilities owing by you in respect of the Credit. We may refuse to honour any use of the Credit which would cause you to exceed your Credit Limit, however, we are not obligated to do so, nor are we obligated to inform you when you approach or exceed your credit limit.

6. Payments and Interest. You agree to pay interest to the extent set out in the Agreement and all such interest will form indebtedness owing by you to us in respect of the Agreement. In addition, your use of the Credit shall constitute indebtedness owing by you to us in respect of the Agreement in the amount of the Credit which has been used. Such indebtedness shall be due and owing in full on the date which is 25 days following the statement date as shown on the

initial monthly statement relating to such use of Credit (the “Due Date”) and such indebtedness shall bear no interest unless any portion of such indebtedness has not been repaid to us on or before the applicable Due Date, in which case, interest at the rate of 1.50% per month, compounded monthly (equivalent to 19.56% per annum) from the date of such initial monthly statement pertaining to such use of Credit will be charged to you by us on the amount of such indebtedness and all such indebtedness and all such interest shall be due and owing and payable by you to us on demand. We may vary all such interest rates from time to time by giving written notice by way of regular mail to you not less than 60 days before any such variation becomes effective. You have the right at any time or from time to time to prepay in whole or in part without fee or penalty prior to the applicable Due Date all or any indebtedness owing to us in respect of the Agreement.

7. Delivery and Application of Payments. All payments made by you in respect of the indebtedness and liabilities owing by you in respect of the Credit and the Agreement shall be made to UFA. Upon receipt, we shall apply such payments first on account to pay interest charges owing by you hereunder and second to repay the unpaid principal amount of the outstanding indebtedness owing by you under the Credit and the Agreement in order of the due date of such indebtedness. In the event of any default under the Agreement, any such payments may first be applied by us towards the cost of collection, including legal fees for which you agree that you will be liable on a full solicitor and client basis.

8. Special Payment Programs. We may, from time to time, offer special payment programs for the purchase of goods and/or services. If you are approved for a special program, purchases made under that program shall be governed by the credit charge calculation, payment and other provisions, if any, in respect of that program as set forth in a separate statement which will be delivered to you by us prior to the commencement of services in respect of such program and shall otherwise be subject to the Agreement.

9. Dealing with Transactions in a Foreign Currency. Transactions involving a foreign currency will be converted to Canadian Dollars at the posted rate charged to our customers at any of our branches, the amount of any indebtedness and liabilities owing by you to the Lender as a result thereof shall be recorded in

Canadian Dollars and you hereby agree to such amount as converted into Canadian Dollars.

10. Making Payments When Mail Service is Disrupted. Even when normal mail service is disrupted: (a) you must continue to make payments when due, (b) if appropriate, we will tell you where to do so, and where to pick up your statement(s), by advertising on radio or television or in newspapers, and (c) your statement(s) will be considered to have been delivered to you on the day they are made available for you to pick up, whether or not you pick up such statement(s).

11. Preparing and Sending Monthly Statements. Monthly statements are only prepared on business days, so the time between statements will vary from 27 to 34 days, depending on the number of business days in the month. Any monthly statement will be delivered to you by UFA and such monthly statement may be addressed only to one borrower under the Agreement.

12. Errors in Statements. Upon receipt of the statements or invoices from UFA, you will examine such statements and invoices and check the entries in such documents and, within 30 days of the delivery or mailing to you of such documents, you will notify UFA in writing of any errors, irregularities and/or omissions in such documents. At the expiration of such 30 day period (except for any errors, irregularities and/or omissions of which you have notified UFA and except for charges processed late and later applied to the account) it shall be conclusively settled and deemed as between UFA and you that the statements or invoices are correct in all respects.

13. Application of Security Provisions. Subject only to the United Farmers of Alberta Co-operative Limited Act (as amended), the Credit shall be unsecured and the following Sections 14 through 18, inclusive, will not be applicable except that the Credit shall be secured and Sections 14 through 18, inclusive, shall be applicable in those circumstances where the Borrower has provided a separate written confirmation that the credit will be secured and that such sections will apply effective as at the date of such written confirmation being provided to us.

14. Security. As general and continuing collateral security for payment of all existing and future indebtedness and liability owing by you to UFA wheresoever and however incurred and any ultimate unpaid balances thereof, you hereby

irrevocably and unconditionally grant to UFA: (a) a security interest in, and a mortgage, charge, transfer and absolute assignment of, all of your present and after-acquired personal property and real property, and all personal property in which you now or hereafter have rights, of whatever nature and kind, and wheresoever situate, and in all proceeds of any type or kind whatsoever derived directly or indirectly from any dealing with the said property or proceeds therefrom, including, without limitation, all insurance proceeds and all payments, rights and entitlements as indemnity or compensation of any kind for loss or damage to such collateral (collectively, "**Proceeds**"), (b) a purchase-money security interest in all present and after-acquired personal property for which UFA has given value for the purpose of enabling you to acquire rights in or to such personal property to the extent that the value is applied to acquire such rights, and in all Proceeds derived or arising therefrom, (c) a mortgage and charge as and by way of a fixed and specific charge, and an assignment and transfer of, and a special security interest in, all your present and after-acquired crops grown during the Agreement and in all Proceeds derived or arising therefrom and in all of your presently owned or held and after acquired or held property which is, or in the future becomes, a fixture or constitutes a licence, quota, permit or other similar right or benefit and in all Proceeds derived or arising therefrom, and (d) a charge, as and by way of floating charge, of all of your property, assets and undertaking of every nature and kind, real and personal, tangible and intangible, present and after-acquired, legal and equitable, wherever the same may be situate, that have not been validly and effectively charged by the fixed and specific charges under subsections (a), (b) and (c) created hereby. You and UFA do not intend to postpone the attachment of the security interests except the security interests will attach when: (i) the written confirmation referred to in Section 13 hereof has been executed by you, or in the case of after-acquired property, that property has been acquired by you, (ii) value has been given, and (iii) you have rights in the collateral, or in the case of after-acquired property, acquire rights in the collateral. The floating charge created by the Agreement shall be crystallized and become a fixed charge upon the written confirmation referred to in Section 13 hereof being executed by you and upon the earliest of: (i) any one of the events described in Section 25 hereof occurring; (ii) a demand for payment being made by the Lender; or (iii) the Lender taking any action to appoint a receiver or to enforce its security interest or to realize upon all or any part of the collateral.

15. Registration. Financing statements perfecting any security interests in, or mortgages and charges of, any real and personal property and crops and notices in respect thereof granted by you pursuant to the preceding section or in any other manner may be registered by UFA or its counsel or agents in all appropriate registries at the sole discretion of UFA. You acknowledge receipt of the Agreement and, to the extent permitted by law, you hereby waive any right to receive a copy of any financing statement, verification statement or similar statement registered or to be registered by UFA at any time regarding any security interests, mortgages and charges granted and any extension, amendment or continuation thereof.

16. Further Security. You may be required to provide, and hereby agree to provide, additional or other security or documentation to us such as: (a) a mortgage or leasehold interest in respect of real property, (b) a personal guarantee and/or a postponement of other debts from a third party or third parties, (c) an annual security agreement granting us a security interest in all crops, or (d) any other security agreement in respect of other real or personal property in which you have an interest; and, in each case, in any Proceeds derived or arising therefrom. If the Credit is secured by a mortgage on real property, you will not further encumber the property without our permission. If you sell the real or personal property which is subject to a mortgage or a security interest under a security agreement, you agree that you will immediately repay to us all indebtedness and liabilities owing by you under and in respect of the Credit and the Agreement.

17. Land Titles Act. You hereby consent to UFA conducting a name search in respect of the Borrower pursuant to the applicable *Land Titles Act*, or *Land Title Act*, or land titles or real property legislation of the applicable jurisdiction.

18. Proceeds of Sale. You shall be entitled to sell any seed, grain, crops or livestock in the ordinary course of business upon customary sale terms for value received provided however that any and all Proceeds of any such sale shall be received by you as trustee for UFA and shall be forthwith paid over directly to UFA, to repay to us all indebtedness and liabilities owing by you under and in respect of the Credit and the Agreement.

19. No Warranty. No warranty, condition or representation, express or implied, statutory or otherwise, of merchantability, fitness for a particular purpose, manner of application, or otherwise, is made by UFA in respect of any fertilizer, crop protection product, seed, feed, fuel, equipment or other products or services (collectively, “**Products and Services**”) sold or agreed to be sold by UFA or its affiliates. The only warranty, condition or representation in respect of any such Products and Services shall be that of the manufacturer (or, in the case of seed, the grower) and any warranty, condition or representation made or provided by UFA in writing.

20. Damages. UFA shall not be liable to you for special or consequential damages arising directly or indirectly from any breach of the applicable purchase documents in respect of Products and Services, fundamental or otherwise, or from any tortious acts or omissions of any employee, agent or other representative of UFA and in no event shall you claim or be entitled to a setoff amounts against UFA.

21. Litigation. You represent and warrant that there are no legal actions, judgements or orders being taken against you, your business or your assets that could affect your ability to meet your obligations in the Agreement.

22. Settling Disputes. If a dispute arises about a transaction which you authorized, you must settle it directly with the merchant or business concerned.

23. Telling Us About Loss, Theft or Unauthorized Use. You will inform UFA immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your Credit. We assume that you have authorized all transactions in respect of your Credit until we have received written notice from you to the contrary and unless otherwise provided by legislation having application to this Agreement you will be liable for all such transactions in respect of your Credit until such notice is received by us. If you have previously authorized a person to use your Credit and have subsequently withdrawn your authorization, you will continue to be deemed to have authorized that person to use your Credit until we have received written notice from you that such person is not so authorized.

24. Cancelling the Agreement. You can cancel the Agreement by providing UFA with prior written notice. We, too, can cancel the Agreement by providing you with prior written notice. If either you or UFA cancels the Agreement, you remain liable to immediately pay to us in full your indebtedness and liabilities owing in respect of the Credit and the Agreement. In no event shall you claim set-off against your debt or any other amounts you owe us.

25. Rights and Remedies of the Lender. We may terminate the Credit without prior notice and require you to immediately pay to us in full your indebtedness and liabilities in respect of the Credit and the Agreement if: (a) you do not carry out your obligations under the Agreement, (b) you fail to make any payment when it is due, (c) you become bankrupt, insolvent or die, or (d) if the Credit is secured and Sections 14 through 18 inclusive apply, the security you have pledged reduces in value to a level that we, in our sole discretion, consider unacceptable. Upon determination that your creditworthiness has changed adversely or does not satisfy our credit standards, we may terminate the Credit or reduce the Credit Limit or enforce payment of the indebtedness and liabilities owing by you in respect of the Credit and the Agreement and the performance of your obligations under the Agreement. If the Credit is secured and Sections 14 through 18 inclusive apply, you agree that if there is a breach of any of your obligations under the Agreement, or if we terminate the Credit, or if we believe in good faith that the prospect of payment of any indebtedness or liabilities is impaired, we shall have as additional rights and remedies all the rights and remedies of a secured creditor under the *Personal Property Security Act* of the Province in which the Agreement is or may be enforced against you including: (i) bringing action and obtaining judgment on the underlying indebtedness and liabilities before proceeding against the collateral over which we have security, (ii) enforcing our security interest in such collateral by any method available in or permitted by law, before or after obtaining judgment, and (iii) disposing of such collateral upon such terms and conditions as we shall determine. We may exercise any of our rights and remedies without affecting any other rights and remedies. In addition, if the Credit is secured and Sections 14 through 18 inclusive apply, we shall have the right to appoint, by instrument in writing, or otherwise, a receiver (which term shall include receiver and manager) over the collateral over which we have security and any such receiver shall have the power to take possession of the collateral or any part of it, borrow money on the security of the collateral for the purpose of the preservation, protection or realization of the collateral and sell or

otherwise dispose of all or any part of the collateral at public auction, by public tender or by private sale and either for cash or credit at such time and upon such terms and conditions as the receiver shall determine, provided that any such receiver shall be your agent and not our agent. If the proceeds of the realization of the collateral are insufficient to fully pay your indebtedness and liabilities owing in respect of the Credit and the Agreement, you will be liable to pay, and will immediately pay or cause to be paid, the deficiency to us. You agree that you will, on demand, pay us our costs, including all legal costs on a solicitor client basis, for any action taken to collect the amounts due and to protect or realize on security which you have given. These charges may be added to your Credit and treated as an advance thereunder.

26. Dishonoured Cheques. UFA may in its discretion, assess a handling charge for any dishonored cheque received from you.

27. Governing Law. The Agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein without reference to conflicts of laws principles.

28. Limitation Period. To the extent permitted by law, you agree that all limitation periods set out in the *Limitations Act* (Alberta), *Limitation Act* (British Columbia), *The Limitations Act* (Saskatchewan) and *The Limitation of Actions Act* (Manitoba), as amended or substituted from time to time, are hereby extended to 10 years, as applicable.

29. Certain Legislation. In the event the Borrower is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* (Saskatchewan), or any provision thereof, shall have no application to the Agreement or any agreement or instrument renewing or extending or collateral to the Agreement. In the event that the Borrower is an agricultural corporation within the meaning of *The Saskatchewan Farm Security Act*, the Borrower agrees with us that all of Part IV (other than section 45 of that Act) shall not apply to the Borrower. In the event that the Borrower is a body corporate, the Borrower further agrees that *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to an action, as defined in that Act, with respect to the Agreement. Each person acknowledges that *The Guarantor's Liability Act* (Manitoba) applies to the Agreement.

30. Changing the Agreement. Subject to us providing you with prior written notice, we can amend, change, renew, extend, modify, replace or otherwise vary from time to time the Agreement or any services that are available with or in respect of the Credit.

31. Assignment. You acknowledge that we may transfer or assign to any person or organization any of our rights, interests and obligations under the Agreement at any time without prior notice or consent from you. You acknowledge that you cannot transfer or assign any of your rights, interests or obligations under the Agreement. After we assign our rights, interests and obligations under the Agreement, certain references in the Agreement to UFA shall thereafter mean and refer to the assignee.

32. Severability. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

33. Entire Agreement. The Agreement and all security/collateral documentation contemplated hereby (if applicable) shall constitute the entire agreement between you and us and may be stored by UFA in any commercially reasonable electronic format and any such electronically stored document shall have the same force and effect as the original signed copies.

34. Waiver. The terms and conditions stated in the Agreement may be waived by us in whole or in part and with or without terms or conditions in respect of the Credit.

35. Further Assurances. You covenant and agree that you will at any time and from time to time upon request from the Lender deliver or cause to be delivered to the us duly executed documents in form and substance satisfactory to us as may be reasonably requested by us for the purpose of giving effect to the Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of the Agreement or the security hereunder or the security/collateral documentation in respect hereof.

36. Cost of Borrowing. You acknowledge that the interest rates applicable to the Credit are subject to variations in the true annual rates of the cost of borrowing which will be determined by us from time to time at its discretion.

37. Notice. You acknowledge that we have given you notice in writing about anything under the Agreement when we send you the information by fax transmission or mail, by hand delivery, or by PDF or other electronic means, to the last address any one of you gave us in writing or by any other means that we permit. When we give notice to you we consider that we are giving notice to all co-borrowers. **You may make inquiries about your account by phoning the following toll-free number: 1-877-258-4500.**

38. Refusing or withdrawing consent. Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of information at any time in the future by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may impact on our ability to provide to you or continue to provide to you the Credit or to provide information that may be of value to you. We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately. You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Credit or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. You can tell us at any time to stop using information about you to offer the Credit or the products and services of third parties we select.

If you wish to refuse consent or to withdraw consent as outlined in the Agreement or the UFA Privacy Commitment, , you may do so at any time by phoning the following toll-free number: 1-877-258-4500.

The UFA Personal Information Commitment

At United Farmers of Alberta Co-operative Limited (“UFA”), privacy of your personal information is important to us. We collect and use personal information about you to create, maintain and enhance a relationship that allows us to deliver top-quality, value-added products and services to both our members and

customers. At UFA we have always made every effort to protect the personal information that you provide to us - this commitment provides formal documentation to you on our policies governing personal information. We've based our UFA Personal Information Commitment on the Canadian Standards Association's '*CSA Model Code*'. This model code has been generally accepted as the standard that companies are to meet and complies with the federal government's privacy legislation, the *Personal Information Protection and Electronic Documents Act* and Alberta's *Personal Information Protection Act*. This promise to our members and customers outlines the principles that we operate by with regard to the collection, use and disclosure of your personal information. We want you to understand how and under what circumstances your personal information is collected and used, as well as what we're doing to ensure that your information is used according to good business practices and protected accordingly. We are careful to ensure that information is used responsibly, and only for the purposes for which you gave it to us.

What is personal information?

As a co-operative there are a number of types of personal information that exist about you that we may collect directly or obtain from our business partners. This information could be collected in person, over the telephone, through the mail, or over the internet. The information we may collect or obtain includes but is not limited to:

- Your identity or contact information such as your name, address, phone number, fax number, and e-mail address;
- Your date of birth and social insurance number if you are a member of UFA;
- Your transaction history with us for any or all products or services you may have obtained from us. This could include billings, products and services purchased, and payment information;
- Your credit or financial history with us;
- Your transaction history with us;
- Your communications with us such as customer service inquiries, information requested or provided to you, or responses to surveys or contests.

Why do we collect and use your personal information?

Being a retail co-operative we require basic information about you in order (1) for you to become a member and realize the benefits of membership and (2) to conduct business and provide value added services to you. We recognize that

some of this information is sensitive or private, which is why we collect personal information only for the following purposes:

1. To administer our member equity and member loan programs.

We require certain information from our members in order to administer and fulfill our obligation to our members under UFA's member equity program (including the member loan program). For example, to administer our equity program in accordance with UFA by-laws we request information such as your date of birth. We require your date of birth to ensure that your equity is converted into Investment Shares at age sixty-five.

As another example, to ensure we comply with tax legislation we are required to have your social insurance number.

2. To calculate and pay patronage dividends on purchases.

To be able to calculate and pay out member's annual patronage dividend we record purchases by individual members.

3. To participate in the democratic process.

We track member purchases to identify members who are eligible, under our by-laws, to participate in UFA's election process.

4. To create, maintain and enhance a responsible business relationship with you and provide ongoing service.

When you apply for a line of credit from UFA, we collect information that allows us to verify your identity and credit history so that we can accurately bill and collect for the products and services that you receive from us. For example, we will collect and use personal information in order to activate or de-activate your account, maintain account information, bill you and process your payment. We also use this information to protect you and us from error or fraud, respond to inquiries, or communicate with you about account activity or adjustments.

5. To maintain our business and operations on your behalf.

In order to develop and offer products and services that our members and customers are interested in, we analyze our purchase records, including buying patterns, payment options used, and so on. We may, from time to time, ask you

to participate in surveys (which you have no obligation to participate in), that allow us to determine products or services that may be of interest to you.

6. To meet legal and regulatory requirements.

Collecting and using personal information is required for us to meet our contractual obligations to you, or our legal and regulatory obligations to others.

How do we protect your personal information?

UFA values your right to privacy and works hard to protect your personal information.

UFA:

1. will not collect, use or disclose your personal information for any purpose other than those identified above, except with your consent or otherwise as permitted or required by law;
2. will make all reasonable efforts to protect the confidentiality of your personal information;
3. will protect your personal information with appropriate and effective internal controls and safeguards;
4. will strive to keep your personal information as accurate and up-to-date as is necessary for the purposes identified above; and
5. will honour any request you may make for access to your personal information, subject to exceptions permitted by law, and correct any information which is inaccurate or incomplete.

When do we share your personal information?

It is UFA's policy NOT to sell its customer or member database to any third party. There are, however, some circumstances where we may share personal information about our customers internally or with a business partner.

For example:

1. Subject to applicable regulations, your personal information may be shared among UFA business units or business partners. Under certain limited circumstances UFA requires assistance from different parts of our organization or our business partners to ensure our customers and members are provided with a product service offering which meets their needs.
2. Your personal information may be disclosed to:

- a. A company or individual employed by UFA to perform functions on our behalf such as market research, target marketing or data processing or
- b. A company used by UFA to evaluate on our behalf the customer's credit worthiness or to collect the customer's past-due account.

3. Subject to applicable regulations, we may disclose your personal information to a credit reporting agency, government agency, court, or law enforcement personnel.

4. We may share personal information about you to a person who, in our reasonable judgement is seeking the information legitimately and legally on your behalf. For example, we may provide information about a customer's account to the customer's legal representative if we are satisfied that individual is requesting the information on behalf of the customer.

5. We may disclose a customer's personal information to a public authority or agent of a public authority, if in our reasonable judgement, it appears that there is imminent danger to life or property, which could be avoided or minimized by disclosure of the information.

Any such disclosure of your personal information is made on a strictly confidential basis, and the information is to be used only for the purpose for which it was shared. UFA ensures that the company or individual adheres to our Privacy Policy.

What choices do you have?

At UFA, we believe strongly in the power of choice. We work hard to ensure we have and maintain your confidence and consent to collect, use and disclose your personal information for the purposes identified above. However, you do have a choice and can refuse or withdraw your consent at any time as follows:

1. You may have your contact information removed from our marketing lists, which we use to inform you of new or relevant products, services and special offers that we believe will add value to you or your business.
2. You may refuse to provide personal information to us. You may also withdraw your consent at any time, subject to applicable legal or contractual restrictions

and reasonable notice. However, in either case, this may severely limit our ability to provide goods and services to you (e.g. inability to provide to you a line of credit if you withdraw your consent to our on-going collection, use or disclosure of credit information).

Unless you contact us to inform us otherwise, by signing the agreement, you are giving your consent to collect, use and disclose your personal information for the purposes identified above. **If you (1) have any questions about our privacy practices, (2) wish to access your personal information or (3) wish to have your name removed from our marketing lists or withdraw your consent to the use and disclosure of your personal information, please call us at our Customer Support Line at 1-866-333-3832 or e-mail us at privacy.officer@ufa.com. You can also find a copy of the UFA Personal Information Commitment online at www.ufa.com.**

NOTES:

The UFA Privacy Commitment and the privacy legislation refer only to an individual's personal information and do not apply to information regarding business customers. However, such information is protected by other UFA policies and practices and through contractual arrangements.

The UFA Privacy Commitment and the practices and principles described in this document are subject to the provisions of all applicable legislation and regulations.

1. In the document, the words "we" or "UFA" refer to UFA and its subsidiary companies as they may exist from time to time.

2. The UFA Privacy Policy does not limit the collection, use or disclosure by UFA of an employee's name, title, business address (including e-mail address) or business telephone or fax number, or other information about the employee that is publicly available and is specified by regulation pursuant to the Personal Information Protection and Electronic Documents Act.

This document is subject to the provisions of the UFA privacy policy and is not intended to replace the policy or create new rights or obligations not contained in the policy. The UFA privacy policy and the privacy practices described in this document are subject to the provisions of all applicable legislation and regulations.