

### Nutrien Ag Solutions (NAS) - Retail Credit Application

Account #	Branch Name	Branch #	Sales Rep Name	
<b>ABOUT THE BORROWER</b>				
<b>Ownership Type</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Colony <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other: _____		<b>Terms (choose one)</b> <input type="checkbox"/> Input Financing Line (IFL) <input type="checkbox"/> IFL Preferred <input type="checkbox"/> Livestock Producer Input Program (LPIP) <input type="checkbox"/> Other: _____	<b>Requested Limit</b> <b>\$</b>	
<b>Borrower Legal Name</b>		<b>Doing Business As (DBA)</b> if different from Legal Name		
Mailing Address (if PO Box provide physical address below)		City or Town	Province	Postal Code
Physical Address (Street No. and Street Name or Legal Land Description)		Email		
Preferred Phone Number	Business Type / Industry		Years Farming / In business	Years dealing with NAS
Farm Type (Grain or Mixed)	Number of Owners/Partners		Date Business Established (MM/DD/YY)	
<b>ACREAGE DETAILS</b>				
Total Owned Farm Acres in Canada		Total Rented Farm Acres in Canada		Total Seeded Acres in Canada
Present Value of Land \$		Amount Outstanding \$		Financed By:
Insurance Coverage <input type="checkbox"/> Crop Insurance <input type="checkbox"/> Revenue Protection Insurance <input type="checkbox"/> None				
<b>TRADE REFERENCES</b>				
Name		Email address/Phone Number		
Name		Email address/Phone Number		
<b>ANNUAL INCOME (REQUIRED for all credit applications)</b>		<b>CURRENT FINANCIAL DETAILS (If requested limit &gt;\$500,000)</b>		
<input type="checkbox"/> (or Financial Statements attached)		<b>Assets</b>	<b>Liabilities</b>	
Grain	\$	Current Assets (Cash, A/R, Grain, Livestock, Farm Supplies)	\$	Current Liabilities (LOC, A/P, Cash Adv)
Livestock	\$	Long-term Assets (Real Estate, Machinery, Breeding stock)	\$	Long-term Liabilities (Term loans)
Other	\$	<b>Total Assets</b>	\$	<b>Total Liabilities</b>
<b>BANKING DETAILS</b>				
Primary Bank Name		Branch Location		
Account Manager		Email address (preferred) / Phone Number		
<b>DISCLOSURES</b>				
1. Has the borrower ever been involved in any lawsuits or claims or had a judgment against it, been the subject of any bankruptcy, insolvency or creditor proceeding? <input type="checkbox"/> Yes <input type="checkbox"/> No				
2. Will this account be used to conduct transactions on behalf of any party other than those named on this Application and/or will this account be receiving instructions from a third party on how to use the account? <input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Does the applicant have operations, customers, or suppliers located in countries other than Canada? If YES, please list countries. <input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Is 25% or more of the business owned directly or indirectly by another entity / business / corporation / partnership? If YES, please list the full legal name. <input type="checkbox"/> Yes <input type="checkbox"/> No				
5. Is the borrower required to file a tax return outside of Canada? <input type="checkbox"/> Yes <input type="checkbox"/> No				
6. Do any applicants currently hold or have held within the last 5 years a political position? (e.g mayor, reeve, MLA, immediate family member holds a political role). If YES, please provide title, organization, and start/end date. <input type="checkbox"/> Yes <input type="checkbox"/> No				
7. Is your entity a registered Not-For-Profit (e.g. charity or similar) within Canada? If yes, please provide the Canada Revenue Agency status and registration #. <input type="checkbox"/> Yes <input type="checkbox"/> No				
8. Does the borrower have any other Accounts with NAS? Please provide account number. <input type="checkbox"/> Yes <input type="checkbox"/> No				
9. Is the borrower moving entities? (i.e. sole to corp). If so, Acct Bal Transfer Form is required. <input type="checkbox"/> Yes <input type="checkbox"/> No				
10. Does the borrower produce hemp? If YES please provide a copy of the appropriate license. <input type="checkbox"/> Yes <input type="checkbox"/> No				
11. Does the borrower produce Cannabis? <input type="checkbox"/> Yes <input type="checkbox"/> No				
12. For mixed (grain & livestock), is the majority of gross revenue (51% or greater) derived from livestock operations? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>IF ANSWERED 'YES' TO ANY DISCLOSURE QUESTIONS, PLEASE PROVIDE DETAILS BELOW</b>				

**FOR CORPORATIONS, SPECIFY NAME & OCCUPATION, IF NOT FARMER, FOR EACH DIRECTOR OWNING <25% OF SHARES**

Omit if all Director(s) are listed below in signatory section

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**TERMS OF APPLICATION**

Each of the Borrowers and every Co-Borrower hereby:

- a. Acknowledges receiving a copy of this signed Application and the Nutrien Ag Solutions Terms and Conditions, applicable to credit applied for in this Application;
- b. Understands the pricing and availability of credit is contingent upon you meeting a minimum annual purchase requirement to the satisfaction of Nutrien Ag Solutions (Canada) Inc. and The Bank of Nova Scotia (the "Bank"). Failure to meet minimum purchase requirements may result in adjustments to pricing or availability of credit as determined by the Bank in its sole discretion;
- c. Understands that if approved for credit, the agreement with Nutrien Ag Solutions (Canada) Inc. and the Bank resulting from acceptance of this Application will consist of all of this Application, the Nutrien Financial "Input Financing Line and Input Financing Line Prime Terms and Conditions" booklet, the Nutrien Ag Solutions Privacy Policy, the "The Scotiabank Group & You: A Question of Privacy" brochure and the approval letter you will receive from BNS if the credit application is approved and any amendments to or replacements of any of these documents (the "Agreement") and agree that together with the Agreement, your election to use the credit prior to purchasing goods and / or services, constitutes your express consent to avail the credit;
- d. Acknowledges having read and understood the Agreement and agrees to be bound by the Agreement as the Borrower or the Co-Borrower, as the case may be, with the Borrower and all Co-Borrowers being jointly and severally bound by the Agreement;
- e. Acknowledges that the credit will be supplied by, and that any funds owing are owed to, the Bank;
- f. Agrees that the credit will be used only to purchase products and/or services from Nutrien Ag Solutions for farm business purposes;
- g. Authorizes Nutrien Ag Solutions and the Bank to use your information to conduct a credit investigation about you and to evaluate and administer the credit requested by the Borrower;
- h. Authorizes Nutrien Ag Solutions and the Bank to collect, retain, use and disclose your information from and to credit reporting agencies, credit bureaus, other credit grantors, or any persons with whom you have had, have or propose to have a financial relationship and as otherwise permitted by the Agreement, both during and after the Agreement;
- i. Understands that, if this Application is accepted, the Agreement will have the effect of granting a security interest to the Bank in all of the Borrower's and every Co-Borrower's present and after-acquired property (including crops, growing crops and livestock) and proceeds derived from such property or proceeds to secure all obligations of the Borrower and every Co-Borrower to the Bank;
- j. Acknowledges that the interest rates applicable to the Agreement are subject to variations in the true annual rates of the cost of borrowing which will be determined by Nutrien and the Bank from time to time;
- k. **For partnerships only.** Each of the undersigned agree and acknowledge that they operate as a partnership and may be required by applicable law to register such partnership. To the extent that the partnership is not registered with the relevant provincial registrar, the Borrower Legal Names are the names of the partners listed within this application and those partners are and will be jointly and severally liable for the obligations contemplated herein;
- l. You acknowledge that the information you may have provided regarding your tax jurisdiction and Tax Identification Number (TIN) is true and complete and that you undertake to advise Nutrien Ag Solutions or the Bank immediately of any change in circumstance that causes the information provided to be incorrect. This information may be reported to the Canada Revenue Agency who may in turn provide the information to the appropriate tax authorities of any additional country in which you have tax filing obligations; and
- m. To learn more about Scotiabank's complaint handling process and how we work hard to resolve these matters for all our clients, please visit [www.scotiabank.com/resolvingyourcomplaint](http://www.scotiabank.com/resolvingyourcomplaint). You may also contact your Bank representative or our Contact Centre at (1-800-4SCOTIA or 1-800-472-6842).

**YOUR SIGNATURE(S) AS THE BORROWER AND CO-BORROWER**

Your signature below as a Borrower or Co-Borrower and as a partner or authorized signing officer of the Borrower certifies and agrees that (a) the information about the Borrower in this Application is accurate and complete, (b) the Borrower agrees to the above 'Terms of Application', (c) the Borrower is in good standing and has validly authorized this borrowing of money and granting of security, and (d) you have the power to legally bind the Borrower in all respects.

**Required Signatures:**

Publicly Traded Entities	Corporations	Colony Corporations	Colonies	Partnerships/Joint Ventures	Sole Proprietor
Authorized Signer/Director	51% voting share ownership	51% voting share ownership	Farm Mgr or any 2 of Pres/VP/Secretary	All partners	Sole owner

No owners with individual ownership of 25% or greater (widely held corporation)

_____ % Owner and/or <input type="checkbox"/> Director	Legal Name of Signer (First Name, Middle Name, Last Name)	Shareholder Company Name
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Mailing Address (Street/PO Box, City, Prov, Postal Code)		Physical Address (Legal Land Descrip)	
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Occupation if not Farmer	Gross Annual Non-Farm Income	Non-Farm Income Source (job title, pension, etc)	Employer
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Date of Birth	Type of ID	Ref or Account Number	Expiration Date	Place of Issue (Prov./Country)
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Signature		Date
_____ % Owner and/or <input type="checkbox"/> Director	Legal Name of Signer (First Name, Middle Name, Last Name)	Shareholder Company Name

Mailing Address (Street/PO Box, City, Prov, Postal Code)		Physical Address (Legal Land Descrip)	
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Occupation if not Farmer	Gross Annual Non-Farm Income	Non-Farm Income Source (job title, pension, etc)	Employer
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Date of Birth	Type of ID	Ref or Account Number	Expiration Date	Place of Issue (Prov./Country)
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Signature	Date
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**Required Signatures:**

<b>Publicly Traded Entities</b>		<b>Corporations</b> 51% voting share ownership	<b>Colony Corporations</b> 51% voting share ownership	<b>Colonies</b> Farm Mgr or any 2 of Pres/VP/Secretary	<b>Partnerships/Joint Ventures</b> All partners	<b>Sole Proprietor</b> Sole owner
<input style="width: 100px; height: 15px; border: 1px solid black;" type="text"/> % Owner and/or <input type="checkbox"/> Director		Legal Name of Signer (First Name, Middle Name, Last Name)		Shareholder Company Name		
Mailing Address (Street/PO Box, City, Prov, Postal Code)				Physical Address (Legal Land Descrip)		
Occupation if not Farmer	Gross Annual Non-Farm Income		Non-Farm Income Source (job title, pension, etc)		Employer	
Date of Birth	Type of ID		Ref or Account Number		Expiration Date	
Signature				Date		
<input style="width: 100px; height: 15px; border: 1px solid black;" type="text"/> % Owner and/or <input type="checkbox"/> Director		Legal Name of Signer (First Name, Middle Name, Last Name)		Shareholder Company Name		
Mailing Address (Street/PO Box, City, Prov, Postal Code)				Physical Address (Legal Land Descrip)		
Occupation if not Farmer	Gross Annual Non-Farm Income		Non-Farm Income Source (job title, pension, etc)		Employer	
Date of Birth	Type of ID		Ref or Account Number		Expiration Date	
Signature				Date		
<b>Please provide the original fully completed credit documents to your local Nutrien Ag Solutions sales representative.</b>						
For internal (Nutrien) use only. By signing below you acknowledge that you have verified the identity of the applicable owners/signing officers by examining each individual's original, unexpired identification document as recorded above (e.g Driver's License or Passport) of all signing parties.						
Recommendation & Comments: _____						
List related accounts / relationship _____						
<b>If the borrower is moving entities and a balance exists, an Account Balance Transfer Form is required.</b>						
NAS Representative signature		NAS Representative printed name/title			Date	

**Questions may be directed to the Credit Shared Service Centre**

**Phone: 1-866-712-1090**

**E-mail: NFC-CreditDepartment@nutrien.com**

## **Input Financing Line, Input Financing Line Preferred, Financial Advantage Line, and Input Financing Line Prime Terms and Conditions**

“You” and “your” refer to the Borrower and any Co-Borrowers under this agreement and/or as listed on any statement/agreement. “We”, “our”, “us” and the “Bank” refer to The Bank of Nova Scotia. Nutrien refers to Nutrien Ag Solutions (Canada) Inc. The “Borrower” or “you” refers to the persons and/or the company and/or the partnership and/or the colony listed on any statement/agreement.

This agreement governs the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and the Input Financing Line Prime. The Agreement refers to the agreement with the Bank resulting from the acceptance of a credit application and ownership profile (if any) made by you and includes these terms and conditions.

If we provide an Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, or the Input Financing Line Prime, for you and you utilize it, then that you agree to be bound by these terms and conditions. You also agree to the terms of the Scotiabank Privacy Agreement (available online at [www.scotiabank.com](http://www.scotiabank.com) or at any Scotiabank branch) and the Nutrien Privacy Policy (available online at [www.nutriensolutions.ca](http://www.nutriensolutions.ca)) and that the Scotiabank Privacy Agreement, the Nutrien Privacy Policy, this application and your ownership profile (if any) forms part of this agreement.

### **Personal and Financial Information Notice**

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, you authorize and consent to the collection and use by Nutrien and the Bank and their disclosure to their respective affiliates, credit bureaus and reporting agencies, business and financial institutions with whom you have had or propose to have a financial relationship, the Canadian Grain Commission and government departments and/or agencies responsible for regulatory oversight of the Bank, agricultural matters, land titles and registration and motor vehicle licensing and registration as well as any other person as may be permitted or required by law, of the personal information provided herein and other credit and financial information obtained from you and/or the above or any other sources in support of this application, for the purposes of:

(i) obtaining and using a credit information report; (ii) verifying your current and ongoing creditworthiness and information you have provided in connection with this application; (iii) evaluating this application and, where applicable, providing and managing your credit arrangements; (iv) providing the products, services and information you request; (v) managing, administering, servicing and collecting on your account; (vi) registering, administering and enforcing a security interest in present and after-acquired property of the Borrower and proceeds derived from such property or proceeds and any other security provided by the Borrower or you; (vii) providing credit references to other/potential creditors; (viii) meeting legal, regulatory, security and processing requirements; and, (ix) unless you opt out, Scotiabank and its affiliates contacting you about their products and services, news and events; and (x) otherwise as outlined in the Scotiabank Privacy Agreement or the Nutrien Privacy Policy or as permitted or required by law. If you voluntarily provide your Social Insurance Number, you consent to its use in verifying and reporting credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. You consent to the disclosure (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 Nutrien or the Bank's business or assets.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness, and integrity of the credit reporting system.

We may use third party service providers to process or handle personal information on our behalf and to assist us with various services, such as printing, postal and electronic mail distribution and marketing (including by telephone and electronic means), and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. In addition, we may use personal information in Scotiabank locations outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the laws of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank privacy policies and practices.

Information we collect about you: Information that we hold about you may come from you directly; however, we may also collect information about you from other sources, including information from credit reporting agencies (for example, where you apply for credit, or where we must identify you), people appointed to act on your behalf, our social media pages, or other banks or finance-related organizations.

How we use your information: We may collect, use and exchange personal information for the following purposes: to set up, manage and offer products or services that meet your needs; to confirm your identity; to determine your eligibility or suitability for our products or services; to understand your needs; to meet our legal and regulatory requirements; to manage and assess our risks; to prevent or detect criminal activity; and to identify and correct any errors. We may also use your information to send you messages, either by post, telephone, text message, email, or other digital methods, including through ATMs, apps, and online banking services. These messages may be to help you manage your account, to meet our regulatory obligations, to inform you about product or service features or to tell you about products and services (including those of other companies) that may be of interest to you.

With whom we share your information: We will keep your information confidential, but we may share it with third parties (who also have to keep it secure and confidential) in certain circumstances, including: the Scotiabank Group of Companies† (for example, for

marketing purposes or internal reporting where those companies provide services to us), payment processing services (for example, credit card networks), our service providers and their agents (for example, collection agents, statement printers), fraud prevention agencies, and other banks or finance-related organizations. Some of these third parties may be located outside Quebec or Canada.

To assess this application for credit, you agree that we will exchange information such as your name, address, and date of birth with consumer reporting agencies.

**Keeping your information:** We will keep your information for as long as you are our customer. Once our relationship has ended, we will only keep your information for so long as is appropriate for the type of information, and the purpose for which we are retaining it. The period we keep your information for is generally linked to the amount of time available for you to bring a legal claim. We may keep the information longer than this if there is an existing claim or complaint that will require us to keep your information, or for regulatory or technical reasons. If we do keep it for a longer period, we will continue to protect your information.

**Your rights and how to refuse or withdraw your consent:** You have certain rights over the personal information we hold about you, including the right to ask for a copy of the information, to correct or rectify personal information that we hold about you, or not to use your information for a particular purpose (i.e., withdraw consent). Note that your ability to exercise these rights will depend on a number of factors, and in some situations, we may not be able to agree to your request. For example, during the term of the loan or lease, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or lease. We can continue to disclose your personal information to consumer reporting agencies even after your loan or lease has been retired. We do this to help maintain the accuracy, completeness, and integrity of the credit reporting system. You can refuse to consent to our collection, use or disclosure of your personal information, or you may withdraw your consent to our further collection, use or disclosure of your personal information at any time by giving us reasonable notice, subject to limited exceptions. This includes withdrawing your consent to use your SIN to verify credit information or to confirm your identity. To understand how to go about withdrawing your consent, or to find out more about any of the items described in this section, please visit [www.Scotiabank.com/privacy](http://www.Scotiabank.com/privacy) or any Scotiabank branch for a copy of our Privacy Agreement.

The Scotiabank Group of Companies means The Bank of Nova Scotia and its affiliates who provide deposit, investment, loan, securities, trust, insurance and other products and services.

### **Nutrien Customer Privacy Statement**

For further information about the Nutrien Privacy Policy, please refer to Nutrien website at [www.nutrienagsolutions.ca](http://www.nutrienagsolutions.ca). If you have questions regarding Nutrien comprehensive privacy policy, the security of your personal information, or Nutrien compliance with the *Personal Information Protection and Electronic Documents Act*, contact Nutrien via e-mail at [info@nutrienagsolutions.ca](mailto:info@nutrienagsolutions.ca) or by sending a note to: Privacy Officer, Nutrien, P.O. Box 770 Stn. Main, Regina SK S4P 3A8 or call Nutrien toll free at 866-712-1090.

### **Scotiabank Privacy Agreement**

For further information about Scotiabank's privacy practices, including access to the Scotiabank Privacy Agreement, please refer to the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com) or call the Bank toll-free at [1-800-4-SCOTIA](tel:1-800-4-SCOTIA).

### **Complaint Handling Process**

To learn more about Scotiabank's complaint handling process and how we work hard to resolve these matters for all our clients, please visit [www.scotiabank.com/resolvingyourcomplaint](http://www.scotiabank.com/resolvingyourcomplaint). You may also contact your Bank representative or our Contact Centre at (1-800-4SCOTIA or 1-800-472-6842).

### **Your Rights and Obligations**

You may use the Input Financing Line, the Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime up to the maximum amount we set as your credit limit pursuant to monthly statements, invoices, program offers, notices, special promotions, or other credit-related disclosures provided to you from time to time (the "Credit Disclosures"). You agree that the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime may only be used for the purchase of goods and services from Nutrien for your farm business for input purposes. You may not use the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, or the Input Financing Line Prime for any transaction which is illegal.

You agree that there are no legal actions, judgments or orders being taken against you, your business or your assets that could affect your ability to meet the obligations in this agreement.

You will apply for the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime annually.

### **Security**

As general and continuing collateral security for the repayment of all present and future obligations owed by you to us, wherever and however incurred, and the ultimate balance(s) owing thereon, you hereby irrevocably and unconditionally grant to us a security interest in all of present and after-acquired property (both personal and real and of whatever nature and kind) of the Borrower (and, in the case of a general partnership, of each of the partners) including, without limitation, crops and growing crops, wherever such property may be situated, and in all present and future proceeds of every item, type and kind derived directly or indirectly from any dealing with such 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 the collateral. It is acknowledged that this security interest over crops and growing crops is given to secure the amounts owing in respect of inputs for their production and any other indebtedness and other obligations you may have to the Bank at any time. You further grant to us a purchase-money security interest in the inputs purchased by the Borrower using credit provided by us and in all present and future crops and growing crops produced or to be produced from such inputs and all present and future proceeds therefrom of every item, type, and kind.

You acknowledge and agree that this security interest may be registered against the Borrower's personal and/or real property. To the extent permitted by law, you waive any right to receive a copy of any financing, verification or change statement or other similar document prepared, filed and/or registered in connection with this security interest.

In addition, you may be required to provide additional or other security to us such as a mortgage or leasehold interest in respect of real property, a personal guarantee and/or a postponement of other debts.

You agree not to further encumber any real property that is given to us as security without our permission. If you sell any personal or real property that is given to us as security without our permission, you agree that you will hold the proceeds as trustee for us and you will immediately repay to us all amounts owing under the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime.

You hereby assign to the Bank all proceeds from production contracts, grain settlements, cash purchase tickets, patronage dividends, cash advances, and payments under government programs and authorize and direct the party to make payment of such amounts that may otherwise become payable to you directly to the Bank.

### **Repaying the Amounts You Owe**

When you use the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime through the means we permit, or authorize others to use it, you incur a debt to the Bank. You agree to repay any debt owed to us at any time on our written demand. You agree that if there is a breach of any of your obligations under this agreement, or if we terminate this agreement, or if we believe in good faith that the prospect of payment of the debt 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 this agreement is or may be enforced against you including bringing action on the underlying debt before proceeding against the collateral over which we have security and disposing of the 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, 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 we have to take collection proceedings under this agreement, you agree that you will on demand pay us our costs, including full solicitor/client legal costs, for any action taken to collect the amounts due and to protect or realize the security which you have given. These charges may be added to your Input Financing Line, the Input Financing Line Preferred, Financial Advantage Line, and/or Input Financing Line Prime and treated as an advance.

### **Making a Minimum Monthly Payment**

For regular credit programs under the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime, the full balance will be due on the due date noted on Credit Disclosures. For other special credit programs under the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime, your minimum monthly payments will be as noted on your Credit Disclosures.

### **Making Payments When Mail Service is Disrupted**

Even when normal mail service is disrupted, you must continue to make payments when due. If appropriate, we will tell you where to do so, and where to pick up your statement(s), by advertising, email, telephone, on radio or television or in newspapers. Your statement(s) will be considered to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

### **Requesting Credit Services**

You have requested the features, benefits and services provided automatically with the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime. You understand that optional services may be available at additional cost to you and that these services may be governed by separate agreements or authorizations by which you agree to be bound. Optional services may be canceled on 30 days' notice, or any shorter period provided by such agreements. You also understand that some of these services are supplied by firms independent of us and that we are not liable for them in any way.

### **Telling Us About Loss, Theft or Unauthorized Use**

You will inform us immediately by telephone and in writing about any actual or suspected unauthorized use of your Input Financing Line, Input Financing Line Preferred, your Financial Advantage Line, and/or your Input Financing Line Prime. We assume that you have authorized all transactions until you tell us otherwise. If you have previously authorized someone to use your Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, or the Input Financing Line Prime you will continue to be liable for all debts incurred by their use until you tell us otherwise.

## **Telling Us About Changes**

You will tell us in writing, or by any other means which we permit, if you change your name or address, an unfavorable change in your financial position that impairs your ability to pay your debt or an unfavorable change in the value of your security and give us other information that we may need from time to time to keep our records up to date.

## **Telling Us About Errors in Your Statement(s)**

If your statement(s) contains any errors, you will tell us in writing or by any other means which we permit such as our toll-free telephone number 888-556-0727, within 15 days of the date of the statement(s). After that time, the statement(s) will be considered to be correct unless you can provide us with written proof that it is not.

## **Settling Disputes**

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

## **Cancelling This Agreement**

In addition to any repayment or other cancellation rights, pursuant to applicable law you might have with respect to a particular credit, you may cancel a Credit and / or the Agreement at any time. If you are an Eligible Enterprise and you cancel one or more credits within three (3) Business Days of entering into the Agreement by notifying us of cancellation of the applicable credit within that time period, we will acknowledge receipt of the cancellation notice and advise you of any reimbursement amounts to which you may be entitled. We are not obliged to reimburse you with or return amounts to you in relation to (a) any amounts related to your use of any credit prior to cancellation, and (b) any expense that we have reasonably incurred in providing you with any credit. "Eligible Enterprise" means a business with authorized credit of less than \$1,000,000, fewer than 500 employees and annual revenues of less than \$50,000,000.

## **Default and Default Charges**

We may terminate this agreement and require you to pay your total debt immediately, without prior notice or demand, by giving at least 10 days written notice to you if you do not meet your obligations, including if: (a) you fail to make any payment when due; (b) you fail to pay any amount we are entitled to charge to repair, insure or clear title to any property pledged by you as security; (c) you die or become insolvent or bankrupt; (d) you fail to comply with any security agreement related to this agreement; (e) any property pledged as security is lost, stolen, damaged, destroyed or seized; (f) any property pledged as security reduces in our view to an unacceptable value; or (g) anything happens which in our view endangers your ability to pay or the property pledged as security.

If you do not meet your obligations, we may, in addition to interest, impose reasonable charges respecting: (a) legal costs incurred in collecting or attempting to collect a payment; (b) costs, including legal costs, incurred in realizing on a security interest or in protecting the subject matter of a security interest after default; and (c) costs incurred because a cheque or other payment instrument given by the Borrower to Nutrien or the Bank was dishonored.

## **Not Exceeding Your Credit Limit**

You agree that your debt will not exceed the credit limit of the Input Financing Line, the Input Financing Line Preferred, the Financial Advantage Line, and/or the Input Financing Line Prime. The credit limit(s) is indicated on your Credit Disclosures. We may refuse to honor any use of the Input Financing Line, Financial Advantage Line, the Input Financing Line Preferred, and/or the Input Financing Line Prime which would cause you to exceed your limit. However, we are not obligated to do this.

## **Being Jointly and Severally Liable**

Each Borrower who is bound by this agreement is jointly and severally liable for payment of all debt and other amounts referred to in this agreement and for performing all of the obligations under this agreement and each person (either in their own capacity if they are a natural person, or in their capacity as authority on behalf of a corporation, partnership or colony) may give us any instructions regarding this agreement without the agreement of any other person. In addition, this agreement will be binding on your personal and legal representatives and endure to the benefit of our successors and assigns.

## **Certain Legislation**

If the Borrower is a corporation, the Borrower agrees that *The Saskatchewan Farm Security Act* (Saskatchewan) and *The Limitations of Civil Rights Act* (Saskatchewan) does not apply to this agreement or to the security made, given, or created pursuant to this agreement. In addition, if the Borrower is an agricultural corporation, the Borrower agrees that Part IV (other than section 46) of *The Saskatchewan Farm Security Act* (Saskatchewan) does not apply to this agreement or to the security made, given or created pursuant to this agreement, and the Borrower represents and warrants having received independent legal advice in this regard. You acknowledge that *The Guarantor's Liability Act* (Manitoba) applies to this agreement. You agree that the statutory period for commencing a legal action or proceeding with respect to this application and/or your debt or obligations is extended to the greater of six years or any longer period permitted by law.

## **Charging Interest on Purchases**

For the Input Financing Line, and Input Financing Line Preferred, we will not charge any interest on purchases and service charges if we receive your payment for the full balance, as shown on the monthly statement on which the purchases and service charges first appear,

on or before the due date set out in that statement. If we do not receive your payment within this time period, we will charge interest at our then current annual rate on each purchase or service charge from the date of purchase, as described under the heading "Adding interest to your debt," until it is repaid in full, or as otherwise provided in the Credit Disclosures.

## Interest

For the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and the Input Financing Line Prime, we will tell you the applicable interest rate(s) on your Credit Disclosures. We may change interest rate(s) from time to time in accordance with applicable law. Any change will be noted on your Credit Disclosures.

Except as otherwise provided in the Credit Disclosures, interest for the Financial Advantage Line and/or the Input Financing Line Prime is composed of two factors. The first is our prime lending rate, which is announced by us from time to time. In addition to our prime lending rate, we will also set an adjustment factor. We will change our prime lending rate from time to time and will announce this with each change. Our prime rate can be found at [www.scotiabank.com](http://www.scotiabank.com). We may also change your adjustment factor, but we will give you prior notice of this, stating the effective date of the change.

**The maximum annual interest rate applicable to your Input Financing Line, Input Financing Line Preferred, Financial Advantage Line, and/or Input Financing Line Prime shall be the greater of our prime rate and 23.15% (calculated daily and compounded monthly for the month of purchase and calculated and compounded monthly thereafter) unless we otherwise notify you.**

Examples of interest calculated at such rate are as follows:

Amount unpaid:	\$2,000.00	\$3,000.00	\$4,000.00
Average Monthly Interest Cost:	38.57	57.86	77.15
Annual Interest:	462.88	694.32	925.76

## Adding Interest to Your Debt

For the Financial Advantage Line and/or the Input Financing Line Prime, interest is calculated on your debt daily from the date any debt arises, but we only add it to your debt once a month, which will be shown on each monthly statement. We calculate the amount of daily interest by adding any new advances and subtracting any payments, and then multiplying the unpaid balance of the debt on which interest is payable by the applicable annual interest rate then dividing by the number of days in a year (365 or 366, as applicable). For the Input Financing Line, interest is calculated on your debt from the date any purchase arises, until paid in full. If you pay the full amount of the indebtedness by the first month's due date, which occurs at the end of the month following such purchases, then the first month's interest will be waived. If you do not pay the full amount of the indebtedness by the first month's due date, then interest will be charged from the date the debt arose. The first month's interest will be calculated from the date of purchase (on a pro-rated basis) by applying the following formula that calculates the interest payable for a month if the annual rate is 21%:

$$\frac{(\text{unpaid balance} \times \text{monthly interest rate}) \times ((\# \text{ of days in the month} - \text{calendar day of purchase}) + 1)}{\# \text{ of days in the month}}$$

For example: If an invoice is issued on January 31 for \$1,000 at 1.75% per month, interest for the month of January would be calculated as follows:

$$\frac{(\$1,000 \times 1.75\%) \times ((31 - 31) + 1)}{31} = \$0.56 \text{ interest for January.}$$

Thereafter interest is calculated monthly on the part of the debt not paid by the due date and is added to your debt once a month on each statement.

The amount of the monthly interest is calculated by multiplying the part of the debt not paid by the due date by the applicable monthly interest rate. Interest is payable both before and after demand, default, or judgment.

## **Telling You About Interest Rates, Service Charges and Our Annual Fee**

For the Input Financing Line, Input Financing Line Preferred, Financial Advantage Line and/or Input Financing Line Prime, we will send you a Credit Disclosure that will tell you about interest rates, service charges and, if applicable, our annual fee. The annual fee will appear on your first monthly statement and annually thereafter and is not refundable. If we change any of these rates or amounts, we will give you prior notice as required by law.

## **Applying Your Payments**

We apply your payments, as applicable, first to interest that we have billed, and then to any billed annual fees and service charges. Next, we apply them to any billed purchases on which interest is payable, and then to billed purchases on which interest is not payable. We then apply your payments to any unbilled purchases or charges.

## **Preparing and Sending Monthly Statements**

We will send one monthly statement addressed to one of the Borrower/Co-Borrowers only. For the Input Financing Line and the Financial Advantage Line we will send one monthly statement addressed to one of the Borrower/Co-Borrowers only.

If any other Borrower or Co-Borrower requests to Nutrien, in writing, to provide a copy of monthly statement(s) to them in addition to the monthly statement provided to the Borrower, we will send the statement(s) to that person as well at the address provided in such written request.

## **Requiring You to Pay Your Total Debt**

We may terminate the Input Financing Line, Input Financing Line Preferred, Financial Advantage Line and/or Input Financing Line Prime, and require you to pay your total debt immediately and without prior notice if you do not carry out your obligations under this agreement, including making any payment when it is due, if you become bankrupt, insolvent, die or if the security you have pledged reduces in value to a level we consider unacceptable.

## **Changing This Agreement or the Services We Offer**

We may amend this agreement from time to time and for any reason after providing you with notice of the changes in accordance with applicable law. Unless otherwise noted, we will send notices to the mailing address for you in our records. If you have opted for us to provide notices electronically, you agree that we may provide any required notices under this section to you electronically and that we have no obligation to provide such notices to your mailing address. In certain instances, you may have the right to reject a change. We will indicate when you have a right to reject a change and by what date and time you must notify us in writing that you reject the change. If you fail to reject the change in the required manner and time period or if you use your account after receipt of the notice, you will be deemed to have accepted the change(s) in the notice and to have accepted and confirmed all terms of this agreement as amended.

## **Continuing Payment Arrangements**

As part of the credit arrangements herein and to facilitate payment from time to time of any debt you owe to us under this agreement, you irrevocably direct us and Nutrien on a continuing basis to credit any debt you owe to us under this agreement from time to time with the full amount or in our sole discretion some lesser amount of any payment due to you by us or Nutrien and in Nutrien making any payments or credits in accordance with this paragraph, you agree Nutrien is acting on your behalf.

## **Assignment**

You acknowledge that we may transfer or assign any of our rights and interests under this agreement without prior notice to or consent from you.

## **Severability**

Any part of this agreement, which is held to be invalid, illegal, or unenforceable, shall be deemed not to be part of this agreement.

## **Nutrien**

You acknowledge that Nutrien, as agent of the Bank, provides loan administrative services for the Input Financing Line, the Financial Advantage Line, and/or the Input Financing Line Prime, on behalf of the Bank and that Nutrien will have no liability to you with respect to any of these credit lines.

## **No Representation or Warranty**

Neither the Bank nor Nutrien makes any representation or warranty about the farm inputs purchased with credit advanced under this agreement. The liability of the Bank and Nutrien for damages arising from any cause is limited to, at Nutrien option, replacement of the items or refund of or credit for their purchase price. Such liability will not in any event include any indirect, special, consequential, punitive, or other damages.

## **Receipt of Documents**

You acknowledge receiving a copy of these Input Financing Line, Input Financing Line Preferred, Financial Advantage Line, and Input Financing Line Prime Terms and Conditions, the Scotiabank Group Privacy Agreement, and the Nutrien Privacy Policy. You acknowledge having read, understood, and agreed with them. You acknowledge that your credit is supplied by, and that any funds owing are owed to us.

## **Cost of Borrowing**

You acknowledge that the interest rates applicable to the Input Financing Line, Input Financing Line Preferred, the Financial Advantage Line, and the Input Financing Line Prime are subject to variations in the true annual rates of the cost of borrowing which will be determined by us from time to time.

## **Information About You**

You certify the information in your application is complete and accurate. You irrevocably authorize Nutrien and the Bank to request and disclose information about you, from and to each other and from and to credit reporting agencies, credit bureaus, other credit grantors, any person you have or propose to have financial relations with, and as otherwise permitted or required by law and to retain all such information, and authorize and direct any person contacted by Nutrien or the Bank in this regard to provide Nutrien

## **Electronic Signatures**

You authorize us to accept "Electronic Signatures" (a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a form of electronic communication, including, without limitation, a secure electronic signature as may be prescribed by applicable law or otherwise by us) from you or on your behalf. You agree that all documents or agreements signed by you using an Electronic Signature ("Electronic Documents") will have the same legal effect as if in paper format with handwritten signatures and will constitute a "writing" for the purposes of all applicable laws and rules. You acknowledge that the form, format and delivery of any Electronic Document will be in a form that you can retain, store and subsequently access and retrieve, without the requirement of any specialized or proprietary equipment or software provided by us and that you will maintain the necessary equipment and software in order to retain and subsequently access any such Electronic Documents. Our methods for storing, maintaining, and retrieving any Electronic Documents maintain the integrity of such Electronic Documents. An Electronic Documents maintained by us will be admissible in any legal or other proceedings as conclusive evidence as to the contents of those Electronic Documents in the same manner as an original paper document. To the fullest extent permitted by applicable laws and rules, you waive any defense, or waiver of liability, based on the absence of a written document in paper format, with handwritten signatures. Your delivery of an Electronic Document constitutes delivery of an executed copy of such document.