

AGTRACKER SERVICES AGREEMENT

By using AgTracker you (individually and on behalf of the organization which you represent) agree to all of the terms and conditions of this Agreement. If you do not agree with such terms and conditions, then do not use AgTracker. This Agreement is between you and Agrium (namely, Agrium US, Inc., a Colorado corporation, if you are a resident of the United States of America when this Agreement is entered into, or Agrium Canada Partnership, an Alberta partnership, if you are a resident of any other country than the United States of America when this Agreement is entered into, in each case referred to herein “**Agrium**”).

Agrium may modify this Agreement from time to time and such modification shall be effective thirty (30) days after posting by Agrium at <https://www.agrium.com/AgTracker/serviceagmt>. You agree to be bound to any changes to this Agreement if you continue using AgTracker after notice of such modification is given. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Definitions

The following terms shall have the following meanings when used in this Agreement:

“**Account(s)**” means your “sold-to” account(s) with Agrium that you have requested be accessible to you via AgTracker;

“**AgTracker**” or “**AgTracker Services**” means the account management, transaction history, Order Request, Contract Approval, and other services Agrium may provide to you from time to time via the AgTracker website (currently located at <https://www.agrium.com/AgTracker>);

“**Agreement**” means this AgTracker Services Agreement;

“**Authorized Users**” means those individuals who are authorized by you to use AgTracker or Documentation, from time to time, in the manner as more particularly set out herein;

“**Contract Approval**” means any verification, acceptance or approval transmitted by you to Agrium through AgTracker of an Agrium-generated sales agreement or sales confirmation, which verification/approval/acceptance shall create a legally binding contract;

“**Documentation**” means the manuals, documentation and other related materials, or any portion thereof, pertaining to AgTracker provided or made available by Agrium to you in conjunction with AgTracker;

“**Order Request**” means a purchase order or purchase request transmitted by you to Agrium through AgTracker, which request shall be subject to further review and approval by Agrium as described further herein;

AgTracker Services

Agrium may, from time to time, but is in no way obligated to, provide you and your Authorized Users with access via the Internet to AgTracker Services for the purpose of enabling you to use AgTracker in accordance with the terms of this Agreement and in the manner more particularly set out herein. Where

such services are provided, Agrium hereby grants, and you hereby accept, subject to the terms and conditions of this Agreement, a non-exclusive and non-assignable license to use AgTracker.

You shall only use AgTracker for your own personal use or in support of your own business and shall not make AgTracker available to any third party, provided however that you may provide access to, and permit your Authorized Users to, use AgTracker for such purpose. You agree to be fully responsible for, and enforce, your Authorized Users' compliance with this Agreement in such use. You may only use AgTracker and Documentation for lawful purposes.

You may provide access to, or copies of, the Documentation to your Authorized Users as necessary for, and in conjunction with, your authorized use of AgTracker, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to Agrium and you shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation.

You agree that you will only access AgTracker directly through the AgTracker website and not through a third party website or software.

You acknowledge and agree that you and your Authorized Users are responsible for obtaining your own access to the Internet and that Agrium shall not provide such access or any services in relation thereto. You acknowledge and agree that access to AgTracker may not be available from time to time, may be terminated in whole or in part at any time and without notice, and that Agrium shall not, in any event, be responsible to you in any way should you be unable to access AgTracker at any time or from time to time.

Except as provided herein, you shall not sublicense, lend or lease AgTracker or otherwise make AgTracker available, to any third party. You shall not permit AgTracker to be subject to any timesharing, service bureau, subscription service, or rental activities.

You agree and acknowledge that there are no limits to the number of licenses or rights that Agrium may grant to third parties in respect of AgTracker and Documentation.

Order Request Processing and Contract Approvals

AgTracker may, from time to time, allow you to submit Order Requests and Contract Approvals by responding to (i.e., “clicking upon”) certain prompts generated on a computer screen by AgTracker. You hereby acknowledge and agree that your responses will be binding upon you and you hereby authorize us to accept all transactions for your Account using AgTracker and you agree to be solely responsible for the accuracy of any instructions given by you to Agrium using AgTracker, including in respect of Order Requests and Contract Approvals.

UNLESS OTHERWISE EXPLICITLY AGREED IN A FORMAL WRITTEN CONTRACT SIGNED BY AGRIMUM, THE AGRIMUM GENERAL TERMS AND CONDITIONS OF SALE SET FORTH AT <https://www.agrium.com/AgTracker/generalterms.html> SHALL BE DEEMED INCLUDED IN YOUR ORDER REQUESTS AND CONTRACT APPROVALS SUBMITTED THROUGH AGTRACKER.

AgTracker may, from time to time, allow you to submit Order Requests. Such Order Requests will specify, among other things, product type, product quantity, price and delivery terms. All Order Requests are subject to verification and acceptance by us. You agree that all Order Requests will only be processed if your Account is in good order. You understand that execution of any Order Request is subject to our prior approval and that Agrium has the right to reject, change or remove any order entered by you or

cancel any order entered by you. In certain circumstances, we may request additional confirmation of any Order Request before execution of same. Each Order Request accepted by Agrium, together with the Agrium' General Terms and Conditions of Sale and any other terms and conditions incorporated by reference therein, shall be deemed the entire agreement between the parties in respect of such Order Request. Each such agreement shall be the complete agreement and understanding between us with respect to the subject matter thereof and shall supersede and preempt all prior or contemporaneous understandings, agreements or representations, written or oral, relating to the subject matter thereof. We each acknowledge that it will not always be practical for you to electronically submit Order Requests in AgTracker and, therefore, for your convenience, you also authorize us and our sales agents, to submit Order Requests in AgTracker on your behalf if you communicate that Order Request to us by telephone, fax or other medium. Each such Order Request shall be binding upon you as specified herein.

User Identification & Passwords

You acknowledge and agree that the user identification provided by Agrium to you and each of your Authorized Users, so that you and your Authorized Users may access, utilize or otherwise employ AgTracker, and the passwords selected by and used by you and your Authorized Users in conjunction with the user identifications are to be kept secret and confidential. You shall not, and shall cause your Authorized Users to not, disclose such user identifications or passwords to any other party without the express written permission of Agrium.

You acknowledge and agree that you shall be responsible for each and every access, use or employment of AgTracker that occurs in conjunction with such user identifications and passwords, and that Agrium is authorized to accept such user identifications and passwords as conclusive evidence that you, or your Authorized Users, as the case may be, have acted with proper authority in accessing, utilizing, or otherwise employing AgTracker, including submitting Order Requests or Contract Approvals, to conduct transactions on your Account on the sole basis that your user identification and passwords were used in conjunction with the Order Request or Contract Approval. You agree to be responsible for all costs and charges incurred through use of such user identifications and passwords with AgTracker.

You shall be permitted, as described above, to provide access codes to Authorized Users. You acknowledge and agree that you are solely responsible for the issuance of such access codes and that Agrium will only issue access codes to Authorized Users on your instruction and as your agent. If you wish to prevent an individual previously identified to you as being an Authorized User from accessing your Account, you must notify Agrium in writing of such desire in order for Agrium to terminate that individual's access.

System Security

You agree that you will not attempt to, nor permit your Authorized Users to, enter restricted areas of Agrium's computer system or perform functions that you are not authorized to perform pursuant to this Agreement. Agrium may, without notice, suspend your, or any of your Authorized User's, or any other party's access to AgTracker by deactivating any user identifications or links to the Internet if Agrium reasonably suspects that you, or any of your Authorized Users or any other parties are obtaining unauthorized access to Agrium's other systems or information, or are using your user identifications or access codes in any other inappropriate manner. These suspensions will be for such periods of time as Agrium may determine is necessary to permit the thorough investigation of such suspended activity. Notwithstanding any other provision in this Agreement, Agrium may terminate this Agreement, or any portion of the licenses granted herein, immediately without notice if it is determined that you, your Authorized Users or any other parties have undertaken such unauthorized activity or if such unauthorized activity cannot be reasonably explained.

Title

You agree that title to and ownership of AgTracker and Documentation and any modifications made thereto and all intellectual property rights therein shall at all times be held by Agrium or its suppliers.

You shall not have any right, title or ownership interest in AgTracker and Documentation except the limited right to use AgTracker and Documentation as explicitly provided in this Agreement.

Communications over the Internet

While portions of AgTracker are provided using SSL encryption technologies, you acknowledge and agree that, even with such encryption being used, information shared or communicated between you, your Authorized Users and AgTracker may be intercepted and read by others. You agree that Agrium is not liable for any damages related to communications to or from AgTracker.

You acknowledge and agree that AgTracker and Documentation contain valuable confidential information and proprietary technology of Agrium and its suppliers. AgTracker and Documentation, other than through its normal usage, shall be kept in confidence and not used for any purpose other than as permitted hereunder and shall not be disclosed to any third party except as required for you to use AgTracker.

Privacy

Agrium is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who use AgTracker. Please see our Privacy Policy at <http://www.agrium.com/privacy.jsp> for further details.

You acknowledge and agree that access to and use of AgTracker is provided via the internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

Disclaimers and Limitation of Liability

EXCEPT AS OTHERWISE EXPLICITLY SET OUT HEREIN, AGTRACKER AND DOCUMENTATION ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS BASIS" AND AGRIMUM EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS CONCERNING AGTRACKER OR DOCUMENTATION, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON- INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. THIS AGREEMENT SETS OUT THE ENTIRE EXTENT OF ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF AGTRACKER AND DOCUMENTATION AND NO AGENT OF AGRIMUM IS AUTHORIZED TO ALTER SAME. ALL ALTERATIONS SHALL BE IN WRITING AND SIGNED BY AGRIMUM.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF AGTRACKER AND DOCUMENTATION.

IN NO EVENT SHALL AGRIMUM OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS OR AGENTS BE LIABLE FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER SIMILAR LOSS) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF AGTRACKER OR DOCUMENTATION, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, AGRIMUM AND ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS' TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT AND THE LICENSE AND USE OF AGTRACKER OR DOCUMENTATION UNDER ANY AND ALL CIRCUMSTANCES, ARISING IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO FIFTY (\$50.00) US DOLLARS.

No Assignment

You may not assign or subcontract this Agreement or any of your rights or obligations hereunder without the prior written consent of Agrium.

Termination

AgTracker and/or Documentation may be amended, revised, replaced or terminated, in whole or in part, by Agrium, at its sole discretion, at any time and from time to time, without notice and Agrium may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use any of AgTracker and/or Documentation and/or terminate this Agreement or any of the licenses granted hereunder.

Without limiting the foregoing, this Agreement and the licenses granted herein may be terminated by Agrium immediately, without notice, if any of the following events of default occur: (1) if you materially fail to perform or comply with this Agreement or any provision hereof; (2) if you fail to strictly comply with the provisions of AgTracker, Confidentiality or No Assignment sections of this Agreement; (3) if you become insolvent or admit in writing your inability to pay your debts as they mature or make an assignment for the benefit of creditors; (4) if a petition under any foreign or Canadian bankruptcy act, receivership statute or the like, as they now exist or as they may be amended, is filed by you; or (5) if such a petition is filed by any third party or an application for a receiver is made by anyone and such petition or application is not resolved in favor of you within ninety (90) days.

Upon termination of this Agreement, you shall immediately cease and desist all use of AgTracker and Documentation.

Survival

Your obligations under this Agreement will survive the termination of this Agreement, or of any license granted under this Agreement, for whatever reason.

Arbitration

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to this Agreement, AgTracker or the relationship which results from this Agreement, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in this Agreement, or your receipt and use of AgTracker, which cannot be amicably resolved, (collectively, a “**Claim**”), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator in English. The arbitrator will be a person who is legally trained and who has experience in the information technology field in Canada or the United States of America and is independent of either party. Any such Claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against Agrium relating to any Claim and you also agree to opt out of any class proceedings against Agrium. Such arbitration shall be conducted: (i) in Denver, Colorado and pursuant to the rules of the American Arbitration Association, if you are a resident of the United States of America when this Agreement is entered into; and (ii) in Calgary, Alberta and pursuant to Alberta's Arbitration Act if you are a resident of any country other than the United States of America when this Agreement is entered into. Notwithstanding the foregoing, Agrium reserves the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

General

This Agreement contains the entire understanding and agreement between us respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except in the manner described above or by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

All notices, authorizations and requests in connection with this Agreement shall be deemed to be given (i) immediately if personally delivered or if provided by e-mail, (i) five days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid; and addressed as first given above or to such other address as the party to receive the notice designates by written notice to the other.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws in force in (i) the State of Colorado, United States of America (without reference to conflicts of laws principles) if you are a resident of the United States of America when this Agreement is entered into; and (ii) the Province of Alberta, Canada (without reference to conflicts of laws principles) , if you are a resident of any country other than the United States of America when this Agreement is entered into. AgTracker shall be deemed to be provided from Colorado, USA and this Agreement to be, in all respects, a Colorado contract, when Colorado law applies, and shall be deemed to be provided from Alberta, Canada and this Agreement to be, in all respects, an Alberta contract, when Alberta law applies. The competent courts in Denver, Colorado, USA, when Colorado law applies, and the competent courts in Alberta, Canada, when Alberta law applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. Each of the party's hereto irrevocably attorns and consents to the jurisdiction of such courts. The parties agree that the United Nations Convention on Contracts for the International

Sale of Goods is specifically excluded from application to this Agreement and that in no event shall this Agreement be governed by the conflict of laws rules of any jurisdiction.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction. For any provision severed there will be deemed substituted a like provision to accomplish the intent of the parties as closely as possible to the provision as drafted, as determined by any court or arbitrator having jurisdiction over any relevant proceeding, to the extent permitted by the applicable law.

The parties have requested that this Agreement and all documents relating thereto be drawn up in English.
Les parties conviennent avoir requis que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.