

ENNS BROTHERS LTD CUSTOMER DATA DISCLOSURE AGREEMENT

(the "Agreement")

Between

ENNS BROTHERS LTD (the "Dealer")

And

_____ (the "Customer Service Provider" or "CSP")

Section 1. Provision of Data and Limited Use

1.1 Customer Request to Share Data. The parties acknowledge and agree that the mutual customer(s) of the parties set forth on the signature page to this Agreement (the "Customer") has requested that the Dealer provide CSP with Data in order for CSP to use such Data to provide such services and any related products to the Customer as separately agreed upon between Customer and CSP (collectively the "Services"). The Dealer is willing to provide such Data directly to CSP, subject to the terms and conditions of this Agreement, and CSP agrees to be bound by this Agreement.

1.2 Data Defined. For purposes hereof, "Data" shall mean and include various data provided to the Dealer either directly or indirectly about the Customer or its operations and information that is generated by, collected by or stored on the Customer's equipment or any hardware or device interfacing with Customer's equipment, which may be provided directly through such equipment, hardware or device, or indirectly when reported to the Dealer. Customer Data may include, without limitation, personal data such as the Customer's name and contact information, transaction data such as purchases Customer has made with Dealer, demographic data such as information provided by Customer about its preferences, interests and goals, financial information related to purchases of goods from Dealer or when applying for financing, and production data related to the Customer's agricultural production activities.

1.3 Limited Use of Data. With respect to such Data as the Dealer may provide to the CSP, or permit the CSP to otherwise access, from time to time, the CSP acknowledges and agrees that such Data shall be used solely for the purpose of permitting Vendor to provide the Services to or on behalf of Customer. The CSP acknowledges and agrees that the Dealer (a) provides such Data on an "as is" basis and without any representation or warranty and (b) has no obligation to provide Data to the CSP, but is doing so at the request of the Customer.

Section 2. Confidentiality

2.1 General. CSP acknowledges and agrees that the Data provided hereunder is confidential. Accordingly, without the express written consent of Customer, the CSP agrees not to (a) disclose any portion of the Data to any other party other than the CSP's employees or agents who have a need to know such information or (b) use any portion of the Data for any purpose except to provide the Services. CSP agrees to take appropriate action by contract or otherwise to ensure that CSP's employees and agents are advised of the confidential nature of the Data and to ensure that they are prohibited from disclosing or using the Data for any purpose not authorized by this Agreement.

2.2 Exclusions. The restrictions on use and disclosure with respect to the Data in this paragraph does not include Data which: (i) is or becomes wholly a part of the public domain other than as a result of disclosure by the CSP or

any person or entity to whom CSP transmits the Data; (ii) was available to CSP on a non-confidential basis prior to disclosure by the Dealer (or its agents or customers) to CSP; (iii) is or becomes available to CSP on a non-confidential basis from a source other than Dealer (or its agents or customers) who or which is not bound by a duty of confidentiality with respect to such Data; or (iv) was actually known to CSP or was in CSP's possession prior to the date it was disclosed to CSP by the Dealer (or its agents or customers).

2.3 Breach; Remedies. In the event of a breach or threatened breach by CSP of this Agreement, the Dealer and/or Customer shall be entitled to an injunction restraining CSP from such breach or threatened breach, in addition to the Dealer and/or Customer's right to recover damages from CSP.

Section 3. Standard of Care; Notification of Breach.

The standard of care for protection of the Data imposed on CSP will be that degree of care that CSP uses or would use to prevent disclosure, publication or dissemination of its own confidential and/or proprietary information; provided, however, in no event shall the standard of care be less than a commercially reasonable standard of care. In the event that CSP becomes aware of a breach of this Agreement, CSP shall promptly provide the Dealer and Customer with written notice of such breach. Further, without limiting any other obligations or remedies hereunder, in the event that such breach requires any actions or notices by the Dealer and/or CSP to the Customer or other third parties under applicable law, the CSP agrees to comply with all such applicable laws and reimburse the Dealer for all costs related to Dealer's compliance with such actions or notification obligations and any other reasonable actions deemed necessary by the Dealer to mitigate the damages of the Dealer or third parties related to such breach.

Section 4. Survival; Return of Confidential Information.

The restrictions and obligations provided in this Agreement will survive termination or expiration of this Agreement. Upon the written request of

Customer at any time, CSP will return or, at Customer's option, destroy the Data and all copies thereof.

Section 5. Indemnification.

In addition to any other indemnification obligations, CSP agrees to indemnify and hold harmless the Dealer and Customer and their respective affiliates, owners, officers, employees, agents and customers from any and all claims, judgments, suits, actions, causes of action, losses, liabilities, costs, fines or damages whatsoever, including legal costs on a solicitor and client basis, and expenses incurred or sustained which are attributable to any: (i) breach of any representation, warranty, covenant or obligation in this Agreement by CSP or CSP's employees or agents or (ii) any violation of applicable law by CSP or CSP's employees or agents.

Section 6. Miscellaneous.

This Agreement contains the entire agreement between CSP and the Dealer with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. This Agreement may be amended or the provisions waived only by a written agreement signed by both parties or, in the case of a waiver, by the party waiving compliance. The Customer is a specific intended third party beneficiary of this Agreement. Other than the Customer, the terms and provisions of this Agreement are intended solely for the benefit of each party and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity. If the Dealer and/or Customer prevails against CSP, in whole or in part, in any action to enforce any provision of this Agreement, the Dealer and/or Customer shall be entitled to its legal costs, on a solicitor and client basis, and all other reasonable costs incurred to enforce this Agreement. No failure or delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power, or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. The provisions of this Agreement will be

considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof. This Agreement may be executed in one or more

counterparts and each counterpart with a handwritten signature, whether an original or an electronic data text, is considered an original and all counterparts constitute one and the same instrument.

All of which is hereby agreed to by the parties

“Vendor”

Per: _____

Date: _____

“ENNS BROTHERS LTD”

Per: _____

Date: _____

Mutual Customer(s) (collectively the **“Customer”**):