



## Internet Contract Confirmation Agreement

This letter shall confirm that from time to time you ("Customer") may enter into contracts and amendments thereto, with Tate & Lyle Grain, Inc., its subsidiaries or affiliates (collectively "T&L"), for the purchase and sale of grain. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer agrees to accept grain purchase and sale contracts and amendments thereto, from T&L in the following manner.

Upon consummation of a contract or amendment to contract (oral, written, or electronic) for the purchase or sale of grain (the "Contract"), T&L will make the Contract available to Customer via electronic mail (at the email address set forth below) for Customer to view and print via e-T&L, a secure internet website. It is Customer's responsibility to check e-T&L after consummation of a Contract for the purchase or sale of grain, and the responsibility for viewing and printing the Contract shall rest solely with the customer. Customer shall be deemed to have received the Contract at the time T&L posts the information on e-T&L, at which time the information will be available for viewing and printing. This is a written confirmation of the verbal Contract and terms agreed to via phone. The Contract and the terms and conditions attached thereto shall govern all such transactions. By signing below, Customer hereby acknowledges that it has reviewed the Contract, that good and valuable consideration exists, the receipt and sufficiency, of which is hereby acknowledged, and it agrees to all the terms and conditions contained or referenced therein.

Customer shall hold T&L, its parent corporations, subsidiaries, divisions, and affiliates, and their respective officers, directors, employees, and agents, harmless from any and all damages, liabilities, causes of action, claims or losses arising from or otherwise relating to the Service, even if caused by negligence or fault of T&L, its parents corporations, subsidiaries, divisions, or affiliates or any of their respective officers, directors, employees, or agents.

IN NO EVENT SHALL T&L OR ANY THIRD PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICE, INCLUDING AN PART THEREOF, OR ANY OTHER CONTENT (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF SERVICE) EVEN IF T&L OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

THIS SERVICE IS PROVIDED "AS IS". TATE & LYLE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF. T&L DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T&L DISCLAIMS ANY AND ALL (i) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (ii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iii) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE (iv) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (v) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY T&L OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

Provided this agreement reflects your understanding, please sign and return the original copy of this letter to the undersigned at your earliest convenience. Please also provide the information requested below, which will enable us to establish your account on e-T&L, and also indicate below whether you will accept settlement of your account via ACH transfer.

Acknowledged and agreed on the date of \_\_\_\_/\_\_\_\_/\_\_\_\_

By (name): \_\_\_\_\_

Vendor (name): \_\_\_\_\_

E-Mail (will also be your username): \_\_\_\_\_

Password (must be 8 characters): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ I will accept ACH settlement ☐ Yes ☐ No

Routing number \_\_\_\_\_ Account number: \_\_\_\_\_

Bank Name \_\_\_\_\_

*Additional* E-Mail \_\_\_\_\_ Password: \_\_\_\_\_  
*account* E-Mail \_\_\_\_\_ Password: \_\_\_\_\_  
*users* E-Mail \_\_\_\_\_ Password: \_\_\_\_\_