

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** is made effective as of date of online acceptance by the Subscriber

**BETWEEN:**

**Agriculture Financial Services Corporation**

(“AFSC”, “we”, “our”, “us”)

- and -

**Western Livestock Price Insurance Program Fed Subscriber**

(“you”, “your”, “subscriber”**)**

**Introduction:**

1. You are a subscriber to the Western Livestock Production Insurance Program (“**WLPIP**”), carry on cattle feeding activities in the province of British Columbia, Alberta, Saskatchewan, or Manitoba, and have agreed to provide to us certain pricing data and other information as described in the agreement; and
2. You have requested that we enter into this confidentiality and non-disclosure agreement in order to place conditions on the disclosure of Confidential Information by us.

The parties agree as follows:

## - CONFIDENTIAL INFORMATION

* 1. **Confidential Information**

"Confidential Information" means, subject to section 1.02 below, any of the following types of information you provide to us:

* + 1. all of your price information data relating to cattle you have sold;
    2. your business information;
    3. your personal information; and
    4. any information or reports you prepare for us based upon information your employees or agents supply to us.

* 1. **Not Confidential Information**

The following are not, for the purposes of this agreement, confidential information:

* + 1. information that is obtained or was previously obtained by us from a third person who, insofar as is known to you after reasonable inquiry, is not obligated to keep such information confidential;
    2. information that is or becomes generally available to the public other than as a result of disclosure by our violation of this agreement;
    3. information already known to us at the time of disclosure, as shown by prior written evidence or other evidence satisfactory to you; and
    4. information that you authorize us to disclose.
  1. **Delivery of Confidential Information**

You agree to provide us with the Confidential Information, which shall include, but not be limited to, your individual cattle sales on a weekly basis in electronic format. The specifications required in the provided Confidential Information is set out at Schedule “A” hereto.

* 1. **Use of Confidential Information**

We will use any Confidential Information provided by you for the administration and development of an aggregated Western Cattle Price Insurance Program price index, future analyses, and research for the development of additional cattle price insurance products.

You acknowledge that we may retain your Confidential Information submitted on this basis in accordance with AFSC’s standard records retention policies. You agree that AFSC may copy Confidential Information and develop summaries, analysis or abstracts thereof for any purposes related to WLPIP.

* 1. **Kept in Confidence**

We will hold all Confidential Information in confidence at all times, except as otherwise provided herein. We will not publish any information that is not otherwise aggregated with other information such that the identity of individuals or individual transactions is discernable.

You understand that AFSC, as an agency of the Government of Alberta is subject to the *Freedom of Information and Protection of Privacy Act*, and as such there exists the remote possibility that your Confidential Information could be ordered disclosed by the Privacy Commissioner of Alberta or the Courts of Alberta.

* 1. **Disclosure Required by Law**

We will not disclose to any person (other than our employees, agents and consultants who have been informed of the confidential nature of the of the Confidential Information) the Confidential Information or other facts directly related to the Confidential Information unless disclosure is required by law or we have your written consent to disclose.

AFSC may disclose your Confidential Information as required by law or by any of program administration activities.

* 1. **Confidentiality Period**

Our obligations of confidentiality contained in this agreement will survive for one year following the completion or termination of this agreement.

## - GENERAL PROVISIONS

* 1. **Entire Agreement, Amendments**

This agreement constitutes the entire agreement between the parties respecting the subject matter of this agreement, and supersedes all previous discussions, understandings and negotiations. All modifications or and amendments to this agreement must be in writing and executed by the parties.

* 1. **Severability**

If any provision of this agreement is held invalid in any respect, it will not affect the validity of any other provision of this agreement. If any provision of this agreement is held to be unreasonable as to duration, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law.

* 1. **Successors and Assigns**

This agreement shall be binding upon the parties and their respective successors and assigns.

* 1. **Jurisdiction**

This agreement will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the Province of Alberta.

The parties have executed this agreement effectively on the day and year firstly indicated in this agreement.

* 1. **Notices**

All notices, requests, demands or other communications permitted or required by the terms of this agreement must be in writing and delivered addressed as follows:

For AFSC:

Attention: General Counsel

Address: Rm. 100, J G O'Donoghue Bldg 7000-113 St  
Edmonton, Alberta T6H 5T6

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| By pressing “I agree to This Confidentially And Non-Disclosure Agreement” online you are agreeing to all the terms within this agreement.  **Agriculture Financial Services Corporation** by its proper officer  H:\MSOFFICE\WINWORD\Admin\DK Signature.jpg  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  Darryl Kay  Chief Financial & Innovation Officer |  |

**Schedule “A”**

Data Specifications

|  |
| --- |
| **Variable** |
| Sales Date |
| Head Volume |
| Price Type |
| Sale Price |
| Live or Rail |
| Delivery Date |
| Ownership |
| Agency |
| Reported to Canfax |