

NSight TERMS OF USE

Nutrien Ag Solutions Limited (ABN 73 008 743 217)

Updated: September 2023

1. GENERAL

Welcome to the NSight online services provided to Users by Nutrien Ag Solutions and/or its Associated Entities (each a **Company, we** or **us**). Access to all content and information provided to Users by the Company through the NSight online services are provided on the following terms and conditions contained and incorporated in this NSight Terms of Use.

Access to NSight online services is limited to livestock agents employed or engaged by the Company and the personnel of the Company.

These Terms of Use set out certain general conditions governing your use of all parts of the NSight online services. By using the NSight online services, you agree to all of the matters set out in these Terms of Use and the Privacy Policy. There may be other policies relevant to, and conditions governing, your use of particular parts of the NSight online services. By using the NSight online services, you also agree to those conditions, which are supplementary to the conditions contained in these Terms of Use.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE AND THE PRIVACY POLICY, AND YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND THE PRIVACY POLICY BY DOING ANY OF THE FOLLOWING: USING THE NSight ONLINE SERVICE, DOWNLOADING A MOBILE APP, USING A PLATFORM OR ANY OF THE SERVICES, CONTENT, DATA, OR RESOURCES IN THE NSight ONLINE SERVICE; OR REQUESTING THAT YOU BE REGISTERED FOR THE NSight ONLINE SERVICE AND/OR THE NSight ONLINE SERVICE BE UPLOADED FOR AND ON YOUR BEHALF; OR CLICKING (OR DIRECTING ANOTHER PERSON ON YOUR BEHALF TO CLICK) "ACCEPT" OR "AGREE" ON THE SIGN-IN SCREEN FOR THE NSight ONLINE SERVICE OR PLATFORM OR ACCEPTANCE OF ANY TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS IN FULL OR IF YOU ARE YOUNGER THAN 18 YEARS OF AGE, YOU MAY NOT ACCESS OR USE THE NSight ONLINE SERVICES.

YOU ACKNOWLEDGE THAT NUTRIEN AG SOLUTIONS WOULD NOT ENTER INTO THESE TERMS OF USE TO PROVIDE YOU ACCESS TO THE NSight ONLINE SERVICES WITHOUT THE LIMITATIONS ON NUTRIEN AG SOLUTIONS' LIABILITY AND THE DISCLAIMERS AND EXCLUSIONS IN THESE TERMS OF USE.

2. DEFINITIONS

Where used in these NSight Terms of Use:

Associated Entities has the meaning given to that term in the Corporations Act 2001 (Cth);

Conditions means those conditions contained in these NSight Terms of Use, together with the Nutrien Ag Solutions Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the NSight online services;

NSight online services means the livestock market and reporting websites and/or mobile apps and online platforms or services operated or provided by Nutrien Ag Solutions under the name NSight, managed by third party processors engaged by Nutrien Ag Solution Limited;

NSight Terms of Use means this document containing the terms, conditions and notices relevant to your use of the NSight online services;

Nutrien Ag Solutions means Nutrien Ag Solutions Limited (ABN 73 008 743 217), the primary operating company of the Nutrien Ag Solutions Group and its Associated Entities;

Nutrien Ag Solutions Group means Nutrien Ag Solutions' parent company, Nutrien Inc (TSX:NTR, NYSE:NTR) and its Associated Entities;

online services has the same meaning given to that term in the Nutrien Ag Solutions Terms of Use for online services

Privacy Policy means the privacy policy amended from time to time and available from the [Terms and Policies page](#);

Material means Data, text, charts, illustrations, photos, audio, video, any combination of these or other material;

User, you or **your** means any current employee or agent of the Company who has been provided access to the NSight online service.

3. INCORPORATION BY REFERENCE

3.1 The provisions of the Nutrien Ag Solutions Terms of Use for online services apply to the NSight online services and are incorporated by reference in these NSight Terms of Use.

4. CHANGES TO THESE TERMS OF USE

4.1 Nutrien Ag Solutions may vary any of the conditions contained in these Terms of Use at any time by posting the updated Terms of Use on the Nutrien Ag Solutions website at www.nutrienagsolutions.com.au/terms-and-conditions-privacy-policy. Your continued access to the NSight online services or use of any of the NSight online services after such notice will constitute acceptance of the variation in respect of all the online services accessible to you. If you disagree with any changed terms, you must cease use of the online services.

4.2 Supplemental terms and conditions may apply to your use of certain features and functionality of the NSight online services which may be modified from time to time (the "**Supplemental Terms**"). Supplemental Terms are in addition to, and shall be deemed a part of, these Terms of Use. The Supplemental Terms shall prevail over these NSight Terms of Use in the event of a conflict.

5. PERSONAL RIGHT

Unless otherwise agreed by Nutrien Ag Solutions Limited, your right to use any of the NSight online services that require authentication is personal to you. You cannot give this personal right to someone else and you must not allow any other person to access or use the NSight online service using your password or any other methods of user authentication.

6. PROHIBITED USES

6.1 You agree not to:

- 6.1.1 use any part of the content on the NSight online services for a commercial purpose without the express written consent of Nutrien Ag Solutions Limited (use of the content on the Site for a commercial purpose is any use other than accessing and using the content for the Company's business purposes);
 - 6.1.2 use any part of the content on the NSight online services to establish, maintain or provide, or assist in establishing, maintaining or providing a market or channels for trading in livestock independently from the Company;
 - 6.1.3 disclose your password to any third-party and to keep your password secure and confidential. If you know or suspect that anyone other than you knows your password, you must promptly notify the Company;
 - 6.1.4 store, reproduce or further distribute the NSight online services information and content in any format or by any means, including via the internet or other type of network;
 - 6.1.5 use any spider, screen scraper, robot, or other automated similar software or device to use or access the site in any way whatsoever, including monitoring, downloading or copying any of the content on the NSight online services;
 - 6.1.6 use the NSight online services in any manner that could disable, overburden, damage or impair the NSight online services or interfere with any other party's use of the NSight online services, including their ability to engage in real time activities through the NSight online services;
 - 6.1.7 use any manual process to monitor or copy any of the content on the NSight online services or for any other unauthorised purpose without express written consent of Nutrien Ag Solutions Limited;
 - 6.1.8 delete or alter any copyright, trade mark or other proprietary rights from copies of content from the NSight online services;
 - 6.1.9 use any device, software or routine that interferes with the proper working of the NSight online services;
 - 6.1.10 introduce any viruses, trojan horses, worms, logic bombs or other content which are maliciously or technologically harmful;
 - 6.1.11 attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the NSight online services, the server on which the NSight online services is stored or any server computer or database connected to the NSight online services;
 - 6.1.12 attack the NSight online services via a denial-of-service or a distributed denial-of-service attack; or
 - 6.1.13 otherwise attempt to interfere with the proper working of the NSight online services.
- 6.2 We have the right to terminate or suspend your account at any time if in our reasonable opinion you have failed to comply with these NSight Terms of Use or any other agreement between us.

7. LIMITATIONS AND RESTRICTIONS

- 7.1 The Company does not guarantee that the NSight online services, or any content on it, will always be available and/or uninterrupted.
- 7.2 The Company may suspend or withdraw the availability of all or any part of the NSight online services at our

- discretion for business or operational reasons.
- 7.3 Price information provided on the NSight online services is not real-time and is generally delayed.
- 7.4 The NSight online services do not, and must not be construed as providing recommendations in relation to any livestock trading.
- 7.5 NSight online services content and information contain general information only and should not be treated as advice. They have been prepared without taking your objectives or circumstances into account.
- 7.6 Certain statements and other information included in the NSight online services constitute projections, forecasts, forward-looking information (collectively, "**forward-looking statements**"). All statements in the NSight online services, other than those relating to historical information or current conditions, are forward-looking statements, including, but not limited to: our market outlook, livestock market fundamentals commentary and their anticipated supply, demand, import and export volume expectations and local/global prices; expected economic, market and industry conditions with respect to supply/demand, inventories, grower economics, production, potential curtailments, margins, prices, foreign exchange fluctuations, costs, input demand and geopolitical factors including trade restrictions and sanctions.
- 7.7 These forward-looking statements are subject to a number of assumptions, risks and uncertainties, which are not set out in the NSight online services content and information, many of which are beyond our control which may give rise to different actual impacts/results.
- 7.8 NSight online services also includes information attributed to or sourced from third-parties. We make no representation or warranty as to the accuracy and completeness of such information and take no responsibility for the content of such material. We have no obligation to update NSight online services users as new materials or information become available.

8. LIMITATION OF LIABILITY

- 8.1 To the extent permitted by law, the Company expressly disclaims any responsibility or legal liability to anyone whatsoever for any direct, indirect, special, incidental, consequential or punitive loss or damage caused by or in connection with: reliance on any information or content on the NSight online services, your use of the NSight online services and any information or content on the NSight online services, including without limitation where there are any errors or omissions in the content or information on the NSight online services, or your inability to access the NSight online services at any time or to access any information or content on the NSight online services at any time.
- 8.2 The NSight online services and all content and information on the NSight online services are provided on an "as is" and "as available" basis, and the Company makes no representations or warranties, express or implied, regarding the operation or availability of the NSight online services, or the reliability, accuracy or completeness of content available on the NSight online services.

9. NSIGHT ONLINE SERVICES ARE PROTECTED BY INTELLECTUAL PROPERTY LAWS

- 9.1 Nutrien Ag Solutions Ltd owns the NSight online services information and content and all intellectual property rights to the aforementioned.

10. SEVERABILITY

- 10.1 If any provision contained in these NSight Terms of Use is prohibited, invalid or unenforceable in any jurisdiction, that

provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability only and without invalidating the remaining provisions contained in these Nsight Terms of Use or affecting the validity or unenforceability of that provision in any other jurisdiction.

11. WAIVER

- 11.1 If Nutrien Ag Solutions Limited does not act in relation to a breach of these Nsight Terms of Use by you, this does not waive Nutrien Ag Solutions' right to act with respect to subsequent or similar breaches.

12. INCONSISTENCY

- 12.1 You are bound by these Nsight Terms of Use and any other conditions governing your use of a particular service. If there is any inconsistency between any condition set out in these Nsight Terms of Use and any specific condition governing a particular service, the specific condition governing use of the particular service will prevail to the extent of the inconsistency.

13. APPLICABLE LAW

- 13.1 You agree that the laws of the State of Victoria in Australia apply to these Nsight Terms of Use. You submit to the non-exclusive jurisdiction of the courts of that State.