## **ELECTRONIC (EFT) PAYMENT PROGRAM - TERMS AND CONDITIONS**

CUSTOMER NAME: [FIELD] ACCOUNT NUMBER: [FIELD]

The above listed customer ("Customer") desires to receive payments for goods and/or services by electronic funds transfer and Cargill Limited ("Cargill") agrees to grant such flexibility. By providing an electronic consent to these terms and conditions, Customer confirms as follows:

- 1. Customer confirms enrollment in Cargill's EFT/ACH banking program. As such, Customer:
  - a. authorizes Cargill to make payment to Customer for goods and services by electronic funds transfer;
  - certifies that Customer has provided Cargill with the appropriate depository institution information (via void cheque or otherwise) and Customer identification (drivers' license or other formal identification acceptable to Cargill); and
  - c. directs that all such electronic funds transfers be made to the depository institution provided via the ACH CCD transaction format.
- 2. In the event of any duplicate payment, overpayment, fraudulent payment or payment made in error, the Customer will immediately return such payment upon Cargill confirming the occurrence of any of the foregoing.
- 3. All personal data generated in relation to transactions hereunder or any other personal data of the Customer will be handled in accordance with Cargill's Privacy Policy. Such personal data may be transmitted to Cargill data storage and processing facilities managed by Cargill or Cargill appointed agents located both inside and outside of Canada.
- 4. Customer has sole responsibility for ensuring payments are made to the correct depository institution and any personal data relating to EFT payments is up to date. Customer will provide Cargill written advance notice of any changes in its depository institution, payment instructions or personal data. Any changes may become effective up to 14 days after Cargill's receipt of such written notice.
- 5. Customer may opt out of this EFT program at any time by providing Cargill 14 days' written advance notice of such request.
- 6. Complaints, inquiries and notices directed to Cargill hereunder may be provided by Customer to the following address:

CDA Customer Service Center Customer Relations < CDACustomerServiceCenter CustomerRelations@Cargill.com>

7. These terms and conditions may be executed via electronic signature and delivered by electronic means and Cargill may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.