

GPTG GRAIN SALE TERMS AND CONDITIONS

1. "Seller" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Grain Sale Terms and Conditions (T&Cs). "Buyer" means the individual, corporation or other entity that has agreed to buy the commodity (Goods or Product) pursuant to these T&Cs. Buyer and Seller individually may be referred to as a "Party" and collectively as the "Parties."
2. All sales of the Goods are subject only to these T&Cs, along with any other Seller-generated documents attached to or referenced herein, which collectively comprise the Parties' entire agreement (Contract). No modification of this Contract shall be binding unless approved in writing by Seller, such requirement shall not be waived by Seller, limited by course of dealing nor shall Seller be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Buyer is hereby notified of Seller's objection to any of Buyer's terms inconsistent herewith and to any additional terms proposed by Buyer in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Seller. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of Goods covered hereby shall constitute or be deemed an agreement by Seller to any such terms.
3. If no objection is made to this Contract immediately, the Contract will be considered final and accepted by Buyer.
4. The Parties acknowledge that the rules (Trade Rules), including the arbitration standards, set forth by the National Grain and Feed Association (NGFA) shall apply to the extent not inconsistent with the Contract. The Parties agree to settle any controversies hereunder by NGFA arbitration, and that any arbitration decision/award shall be final and binding upon the Parties. Nebraska law shall apply in any situation in which the NGFA Trade Rules do not govern, and Buyer agrees to venue in the courts of Douglas County, Nebraska.
5. Buyer has a duty to notify Seller of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Buyer (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Buyer upon Seller's request. Buyer represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract on behalf of the legal entity identified on the Contract.
6. Buyer acknowledges and agrees that it shall not use or resell the Product for human consumption. Buyer warrants it has read this Contract in its entirety and understands its terms and legal effect.
7. **Seller Warranties.** Seller warrants that the Product that is the subject matter of this Contract is and will remain free and clear of any penalty, lien, charge, quota regulation or encumbrance, governmental or otherwise, of any nature at the time of the sale to Buyer. Seller warrants that the Product is merchantable and fit for sale to domestic and foreign customers, and that all Goods were grown in the continental United States. Origination weights, grades and testing will be deemed to be accurate and conclusive. Seller warrants that no Product has been adulterated or misbranded within the meaning of the Federal Food, Drug & Cosmetic Act, as amended, or include any article or commodity which may not, under the provisions of such act be introduced into interstate commerce. **IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.** Seller's liability shall in no event exceed the purchase price of the Goods.
8. **Title Transfer.** It is understood that title to the commodities and the risk of loss of the Product pass to Buyer in accordance with the FOB terms.
9. Each Party represents and warrants to the other that it is a merchant as that term is defined by the Uniform Commercial Code (UCC).
10. **Remedies.** Upon breach of this Contract by Buyer or upon termination of the contract by Seller, Seller at its option may pursue any and all remedies in law or in equity, consistent with the NGFA trade rules. Seller will be entitled to collect from Buyer interest on any amount owing to Seller by reason of Buyer's breach at a rate of 1.5% per month until paid.
11. Buyer represents that it is not insolvent, as that term is defined in the UCC. If Buyer's financial condition is deemed unsatisfactory to Seller during the term of this Contract, Seller may terminate this Contract and all other contracts with Buyer whether or not Buyer is in default.
12. If more than one contract is open, shipments are to be applied on contracts in order of each contract's delivery date beginning with the older contract. It is understood that this Contract is not completed until all shipments are received, graded, weighted and unloaded at destination.
13. The Parties recognize that the market price when delivery is required under this Contract may differ substantially from the Contract price and each Party agrees not to assert such a difference as an excuse for non-performance hereunder or as a defined for damages for failure to perform in whole or in part.
14. **Set Off.** To the extent that Seller or its affiliates have or hold any claim or right of recovery against Buyer arising under this Contract, Seller and its affiliates shall be entitled to recoup, offset and/or net out of the amount of said claim against any and all amounts or obligation that may be or becoming owing by Seller or its affiliates to Buyer.
15. **Force Majeure.** Seller shall not be liable for delay in performance or failure to perform when such delay or failure is due to impossibility or unforeseen causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or the public enemy, governmental action, regulatory action, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, plant breakdowns, failure or refusal of railroad to accept or pick up rail cars, and unusually severe environmental conditions.
16. **Consent to Call Recording; Electronic Records.** The Parties consent to the recording of all telephone conversations and electronic communications between representatives of either Party. The Parties agree that the Contract and/or confirmation relating to any transaction between the Parties may be saved in electronic format. Each Party waives any objection it may have to the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding involving the parties to the extent such objection is based on any rule of evidence that requires authentication or identification of a document, requires an original document, or governs the admissibility of duplicates. In addition, each Party acknowledges that such recording or electronic copy is a business record within the many of the business record exception to the hearsay rule.
17. **Sanitary Feed Transportation.** If Buyer is to provide equipment for loading, Buyer must provide acceptable equipment. Buyer shall not provide equipment which has been previously used to transport any product prohibited by federal law in animal feed unless such equipment has been cleaned using methods approved under federal law. Buyer shall ensure that the last load carried prior to any load of Product was not any prohibited animal product, by-product, medication or non-feed bulk materials including (but not limited to) the following items (Prohibited Items): animal by-product meal, animal digest, animal liver, antibiotics, blood products, bone meal, bone marrow, food waste, garbage, glass, pet food, dried meat solubles, fleshings hydrolysate, food processing waste, glandular and extracted glandular meal, hydrolyzed hair, hydrolyzed leather meal, meat, meat and bone meal, meat and bone meal tankage, meat by-products, meat meal, meat protein isolate, medicated feed, restaurant food waste, salvage pet food, stock, unborn calf carcasses. If the last load of a carrier hired by Buyer (Carrier) is a Prohibited Item as noted, then Buyer shall obtain from Carrier a wash certificate reflecting that the

vehicle has been cleaned to remove the presence of Prohibited Items. In general trucks must be clean and in good repair. Buyer shall ensure that it only retains Carriers whose drivers and employees are trained on sanitary feed transportation using the FDA suggested training program (or an equivalent) and retain documentation proving this training occurred.

18. **Termination.** Seller may terminate this Contract or any part hereof in the event of any default by Buyer, or if the Buyer fails to comply with any of the terms and conditions of this Contract. In the event of termination, Seller shall not be liable to Buyer for any amount, and Buyer shall be liable to Seller for any and all costs, expenses and damages of any nature whatsoever sustained by reason of the Buyer's default, including any market difference and any cancellation fee imposed by Seller due to a default or underfill of the Contract.
19. **Forward Contract.** To the extent that Buyer is a Commercial Dealer, Buyer agrees that that this Contract is a "Forward Contract" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)) and the following language of this section shall apply to the Contract. If one Party (the Defaulting Party) shall voluntarily file a petition in bankruptcy, reorganization, or receivership or shall be forced by its creditors into bankruptcy, reorganization or receivership, (ii) becomes insolvent or incapable of paying its debts as they become due; or makes a general assignment for the benefit of creditors; the other Party (the Liquidating Party) shall have the immediate right, exercisable in its sole discretion, to liquidate this Agreement and all other forward contracts as defined in the Bankruptcy Code then outstanding between the Parties (whether the Liquidating Party is seller or buyer thereunder) by closing out all such contracts at the then current market prices so that each contract being liquidated is terminated except for the settlement payment referred to below. The Liquidating Party shall calculate the difference, if any, between the price specified in each contract so liquidated, and the market price for the relevant commodity as of the date of liquidation (as determined by the Liquidating Party in any commercially reasonable manner), and aggregate or net such settlement payments, as appropriate, to a single liquidated amount. Payment of said settlement payment will be due and payable within 1 banking day after reasonable notice of liquidation. This is in addition to any other rights and remedies which the other Party may have.
20. **Liability.** Buyer shall be liable to Seller for any damage to property, where and to the extent such loss, damage is the result of Buyer's (or its agent's) negligence or willful misconduct. Buyer agrees that in case of any such loss or damage, the value of such property and the liability of Buyer shall be the fair market value of such property or the reasonable cost of repair, whichever is less.
21. **Splitting Loads.** Where applicable, if instruction has been given to Seller from Buyer or Buyer's agent to split, transfer or otherwise allocate delivery of Goods, Seller disclaims any and all responsibility to verify such allocation and in no case shall Seller be liable to anyone for allocating such load.
22. **Insurance.** To the extent Buyer or its employee(s), agent(s) or contractor(s) has trucks on Seller's property, Buyer or its agent shall maintain at all times the following insurance coverage: (i) Commercial general liability insurance, with no less than of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Auto liability insurance with not less than \$1,000,000 combined single limit; (iii) Cargo insurance with a limit of not less than \$15,000, and (iv) if applicable, Workers' Compensation insurance in an amount satisfying the applicable statutory minimum coverage levels and Employer's Liability Insurance with no less than \$1,000,000 bodily injury-by accident-each accident; \$1,000,000 bodily injury-by disease-each employee, and \$1,000,000 bodily injury-by disease-policy limit. (v) To the extent allowed by law, the policies shall include a waiver of subrogation rights against Seller and Buyer shall identify Seller as an Additional Insured on all coverages except Workers' Compensation. Buyer shall provide certificates evidencing the insurance required is in force. Buyer shall email certificates of insurance to Green Plains at: insurance.certificates@gpreinc.com. Any coverage provided by Buyer is considered to be primary insurance and non-contributory to any insurance maintained by or on behalf of Seller. Buyer shall provide Seller with 30 days prior written notice of policy cancellation. Buyer agrees to indemnify and hold Seller harmless for any loss or expense incurred as a result of Buyer's failure to ensure its agent(s) or contractor(s) obtains and maintains the insurance coverages required herein.
23. **Indemnification.** Buyer shall indemnify and hold harmless Seller from and against all claims, demands, causes of action, damages, suits, costs of suits, losses or expenses, including attorneys' fees and court costs, arising out of or in any way connected with (a) Buyer's breach of this Contract, including breach of any Buyer representation or warranty, or (b) Buyer's or its representatives' presence on Seller's property, including any alleged negligent and/or fraudulent acts or omissions of Buyer and/or Buyer's employees, agents and contractors resulting in property damage or personal injury, including death.
24. **Confidentiality; Non-disclosure.** (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of a Party (Discloser) that is provided, whether in oral or written form, to the other Party (Recipient) in connection with the purchase and sale of Goods hereunder, and includes, without limitation, pricing and payment terms, supplier contact and identifying information, customer contact(s) and identifying information, current and anticipated supply requirements, banking and other financial information, including account information. Confidential Information also includes "Personal Information" that identifies, relates to, describes is capable of being associated with or could reasonably be linked, directly or indirectly, with a particular individual or household and includes, without limitation, identifiers such as real name, IP address, account name, postal address, and commercial information such as records of products purchased, internet or other electronic network activity information or professional or employment-related information. Confidential Information shall not include any information which: (i) was received in good faith by the Recipient from any third party without breach of any obligations of confidentiality; (ii) was independently developed (without access to or use of any Confidential Information of the Discloser) by an employee or agent of the Recipient; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) **Non-Disclosure.** Recipient shall (i) treat as confidential and protect from unauthorized disclosure all Confidential Information made available to it or any of its affiliates, employees, agents or representatives; (ii) not retain, use or disclose Confidential Information for any purpose other than in connection with the performance of this Contract; (iii) limit access to only those employees, agents, representatives, contractors and third parties to whom it is necessary to disclose the Confidential Information in furtherance of the transaction(s) contemplated herein; provided, however, that such persons and entities are bound by confidentiality and non-disclosure obligations at least as protective as those contained in this Contract; (iv) use commercially reasonable security procedures and practices that are reasonably designed to maintain an industry-standard level of security and prevent unauthorized access to and/or disclosure of Confidential Information; and (v) notify the Discloser immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
25. **Seller Policies; Privacy.** Seller sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Seller does business. In choosing to do business with Seller, Buyer acknowledges it is aware of and accepts the policies and practices outlined in Green Plains Inc.'s written corporate governance policies, which include its Anti-Corruption Policy, its Code of Ethics, its Code of Vendor Conduct, its Environmental Policy, its Human and Labor Rights Policy, and its Occupational Health & Safety Policy, all of which are publicly available on Green Plains Inc.'s website at <https://investor.gpreinc.com/corporate-governance>. Seller also takes very seriously the privacy of its customers, vendors, suppliers and those with whom Seller does business. In choosing to do business with Seller and performing under the Contract, Buyer acknowledges and agrees to Seller's Privacy Policy, which is available at <https://gpreinc.com/privacy-policy/>.

26. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the applicable Parties at the addresses set forth on the face of the Contract with an additional copy to Seller sent to Green Plains Inc., Attn: Chief Legal and Administration Officer, 1811 Aksarben Dr., Omaha, NE 68106. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified mail (return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
27. **Miscellaneous.** It is agreed that this Contract is binding upon the heirs, administrators, assigns of the respective parties. This Contract cannot be assigned by Buyer without Seller's written consent. Seller, however, may assign without Buyer's consent. The waiver of any of the terms of this Contract will not be a waiver of any subsequent failure to comply fully with or perform under this Contract. The invalidity or unenforceability of any particular provision of this Contract shall not affect the remaining provisions thereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision had been omitted. Buyer shall not assign or delegate this Contract, any right, or duty hereunder without the written consent of Seller. This Contract shall be binding upon the heirs, administrators and executors of the respective Parties. In compliance with Title VII-Wall Street Transparency and Accountability Act of 2010 (Dodd-Frank), each of the Parties represents to the other that (a) it has the capacity to make or take delivery of the Goods in the ordinary course of its business, and is entering this transaction in connection with its business, and (b) it intends to make or take physical delivery of the Goods.
28. **Reporting and Violations.** Any violation of the terms of this contract by Seller shall be promptly reported to the Green Plains Chief Legal Officer. Reporting may also be submitted to the Green Plains EthicsPoint website at: <https://gpreinc.ethicspoint.com> or toll-free hotline: 844.957.2596.