DDGS PURCHASE TERMS AND CONDITIONS

1. "Buyer" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these DDGs Purchase Terms and Conditions (T&Cs). "Seller" means the individual, corporation or other entity that has agreed to sell the commodity (Goods or Product) pursuant to these Terms and Conditions (T&Cs). Buyer and Seller individually may be referred to as a "Party" and collectively as the "Parties."
2. All purchases of the Goods are subject only to these T&Cs, along with any other Buyer-generated documents attached to or referenced herein, which comprise the Parties' entire agreement (Contract). This Contract supersedes all prior negotiations and understandings of the Parties and contains the complete and final agreement between Seller and Buyer concerning the subject matter hereof and no other agreement in any way modifying any of said terms and conditions will be binding upon Buyer unless made in a writing specifically referring to this Contract and signed by Buyer's authorized representative. This requirement shall not be waived by Buyer or limited by course of dealing nor shall Buyer be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Seller is hereby notified of Buyer's objection to any of Seller's terms inconsistent herewith and to any additional terms proposed by Seller in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Buyer. Buyer's subsequent lack of objection to any such terms shall not constitute or be deemed an agreement by Buyer to any such terms.
3. If no objection is made to this Contract within 2 business days, it will be considered final and accepted by Seller. Unless alternative arrangements are directed by Buyer, Seller agrees to make delivery on a prorated basis. Buyer's weights, grades, testing, and measures govern in any dispute or settlement thereof and will be deemed to be accurate and conclusive. Buyer's posted schedule of discounts at time of delivery shall apply. The Parties acknowledge the 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. Nebraska law shall apply in any situation in which the NGFA rules do not govern, and Seller agrees to venue in the courts of Douglas County, Nebraska.
4. Product of a substandard quality, as determined by Buyer in its sole discretion, shall at Buyer's option be: (a) rejected or returned to Seller with all costs relating to the rejection and return charged to Seller, or (b) accepted with deductions and allowances made and charged against Seller. If Seller fails to complete delivery by the time specified in the Contract, Buyer has the option to: (i) extend the Delivery Period; (ii) terminate this Contract; or (iii) Buyer may in good faith and without unreasonable delay, purchase substitute Product, and Buyer may recover from Seller as damages the difference between the cost of substitute Product and the payment Seller would have received under the Contract, plus any lost profits and incidental or consequential damages, expenses and attorneys' fees incurred by Buyer.
5. **Seller Warranties**. Seller warrants it has read this Contract in its entirety and understands its terms and legal effect Seller warrants that: (a) the Goods delivered under the Contract meet Buyer's specifications in accordance with the Contract description; (b) the Goods delivered under the Contract are of the grade indicated; (c) all Goods meet the minimum standards prescribed by the US Food & Drug Administration including a maximum aflatoxin level of 20 parts per billion; (d) none of the Goods sold to Buyer under this Contract shall be damaging to livestock (If livestock are harmed, Buyer may seek compensation from Seller for any and all damages.); (e) the Goods shall be commercially acceptable product; (f) the Goods delivered under this Contract were produced within the boundaries of the continental United States; (g) Seller is the owner of the Goods and that the same will be free and clear, from and after time of delivery, of any encumbrance; and (h) Seller has good and merchantable title thereto. Seller shall notify Buyer, prior to delivery, of any security interest granted in the Goods. If a security interest in Seller's Product exists prior to or during the term of this Contact, Buyer shall have the right to pay all or a part of the obligation underlying the security interest. Such payment shall be for the account of Seller and shall be charged against the amount owing Seller. Seller agrees that should any encumbrance be claimed against any Goods sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will hold Buyer harmless therefrom; and indemnify Buyer from any cost or losses incurred as a result of such claim.
6. Seller has a duty to notify Buyer of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Seller (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Seller upon Buyer's request. Seller 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.
7. **Sanitary Feed Transportation**. If Seller is to provide equipment for loading Seller must provide acceptable equipment including vibrator brackets for any rail cars. Seller shall ensure that the last load carried prior to any load of grain, DDGs, or other 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 Seller is a Prohibited Item as noted, Seller shall obtain from its carrier (Carrier) a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. In general, vehicles must be clean and in good repair. Seller shall ensure that it only hires Carriers (a) whose drivers and employees are trained on sanitary feed transportation using the FDA-suggested training program or an equivalent, and (b) retain documentation proving this training occurred.
8. **Supply Chain Verification**. Seller certifies that, to the extent applicable, its facilities and operations: (a) follow the FDA Current Good Manufacturing Practices; (b) have a quality system in place to ensure that any hazards that could contaminate Product have been addressed; and (c) have written procedures for the following: Seller approval and evaluation, receiving inspection, testing of raw, in-process and finished product, pest control, traceability and recall, non-conforming product, control of records and record retention program. Seller certifies that all products and/or bulk materials provided to Buyer do not contain any Restricted Use Protein (RUPP) as defined under 21 CFR Part 589.2000. Seller certifies that it has safety measures and procedures in place to ensure that contamination of product(s) from RUPP cannot take place during processing, storage and shipment. Seller acknowledges that all bulk materials provided to Buyer will be provided free of contamination with materials not approved for consumption by livestock. Seller assures Buyer that the ingredients Seller provides do not contain unsafe levels of any known physical, chemical or biological hazards such as dioxins, salmonella, pesticides, heavy metals, and restricted use ruminant proteins. Transportation vehicles that haul manure, fertilizer, glass, scrap metal, or flammable liquids will not be used to haul bulk materials for delivery to Buyer (without legally required cleaning) and Seller has manufacturing, warehousing and transportation procedures and/or monitoring procedures in place to support this declaration. Seller shall immediately notify Buyer if the statements I this section ever become inaccurate. If Seller ships or delivers bulk materials to Buyer using a third party, Seller understands that Seller is

responsible for assuring the above requirements are implemented by the transportation company conveying the bulk material. Buyer may request that an audit be conducted of Seller's facilities and those of Seller's suppliers' facilities and regarding any items noted above and all other legal and contractual obligations required in this Contract, including sanitary food transportation rules by requesting an audit and/or copies of documentation upon not less than 30 calendar days' written notice to Seller and Seller shall grant such audit and exercise reasonable efforts to procure that its suppliers grant such audit rights. Seller shall provide information requested by Buyer, including a certification, and traceability of transportation.

9. **Consent to Call Recording; Electronic Records**. The Parties consent to: (a) the recording of all telephone conversations and electronic communications between their representatives; (b) the original Contract and/or transaction confirmation being converted to and saved in electronic format; and (c) the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding 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. The Parties acknowledge that recording or copy is a business record within the business record exception to the hearsay rule.
10. **Force Majeure**. Buyer shall not be liable for delay in performance or failure to perform when such delay or failure is due to 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, cyber or ransomware attacks, impossibility, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, breakdowns and unusually severe environmental conditions.
11. **Default/Remedies**. Buyer has all remedies applicable under the Uniform Commercial Code (UCC). Seller shall be in default if any of the following occur: (a) Seller fails to fulfill all representations and warranties contained herein, (b) Seller fails or refuses to comply with any provisions hereof; (c) any third party fails or refuses to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; (d) if Seller becomes unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent or make a general assignment for the benefit of creditors; or (e) if a trustee, receiver or liquidator be appointed for any material portion of the assets of Seller. If Seller fails to complete delivery by the time specified in the Contract, Buyer has the option to: extend the Delivery Period, terminate this Contract; or Buyer may in good faith and without unreasonable delay, purchase Goods in substitution for that due from Seller, and Buyer may recover from Seller as damages the difference between the cost of substitute Goods and the payment Seller would have received from Buyer, plus any lost profits and incidental or consequential damages, expenses and attorney's fees suffered or incurred by Buyer. Upon the occurrence of any event of default, Buyer may exercise any or all rights and remedies hereunder, at law or in equity, including but not limited to withholding payment.
12. **Termination**. Buyer may terminate this Contract or any part hereof in the event of any default by Seller, or if the Seller fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of the Goods that are nonconforming, and/or failure to provide Buyer, upon request, reasonable assurance of future performance, are, without limitation causes allowing Buyer to terminate this Contract in whole or in part. In the event of termination, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all costs, expenses and damages of any nature whatsoever sustained by reason of Seller's default, including but not limited to any market difference.
13. If the number of loads is defined on the face of this Contract, this Contract shall be load based. Trucks shall be loaded at approximately 25 tons (+/- 5 tons) and railcars must be loaded to capacity as required by the railroad companies. Buyer shall pay any and all weighing, inspection, trackage, and interest charges. Re-consigned railcars cannot be utilized on this Contract unless consented to by Buyer in writing prior to loading. Buyer reserves the right to change destination of all shipments prior to departure of railcar from Seller's facility. Seller will not divert Buyer or its agents' railcars or consign them to any other routing or to any other destination than that set out in the Contract or bill of lading instructions without Buyer's prior written consent. Unless otherwise provided in the Contract, Seller will allow Buyer a period of 7 days free demurrage for off-loading railcars from time of constructive placement until empty release. For Cars held beyond 7 days, the Buyer will be charged at $30.00 per day for the next consecutive 5 days (day 8 through 12). For Cars held beyond 12 days (days 13 and forward) the Buyer will be charged at $45.00 per day until empty release. Demurrage charges will be invoiced to the Buyer at end of each month.
14. Seller represents that it is not insolvent, as that term is defined in the UCC. If Seller's financial condition is deemed unsatisfactory to Buyer during the term of this Contract, Buyer may terminate this Contract and all other contracts with Seller whether or not Seller is in default. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to perform under this Contract as a breach of this Contract and/or any other open contracts with Seller, and pursue all remedies. To the extent that Buyer or its affiliates have or hold any claim or right of recovery against Seller arising under this Contract, Buyer and its affiliates shall be entitled to recoup, offset and/or net out of the amount of said claim against any and all amounts that may be or become owing by Buyer or its affiliates to Seller.
15. 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 or as damages for failure to perform in whole or in part.
16. If there are unpriced Goods subject to this Contract and Buyer advances funds to Seller prior to the final pricing, then the Parties agree that Buyer at its discretion shall have the right, in the event the market declines, to require Seller to refund to Buyer a portion of the amount Buyer had so advanced. This amount to be refunded will be equal to the decline in the market in order to maintain the margin to the market as agreed upon in this Contract. Buyer may request payment, which is due upon receipt. Buyer may at its discretion and without prejudice to other legal remedies treat Seller's failure to refund the full amount within 48 hours of demand as a breach of this Contract or any other open contracts with Seller, and pursue all remedies.
17. 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 oldest contract. This Contract is not deemed completed until all shipments are received, graded and weighed in accordance with the delivery terms on the face hereof.
18. **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 Buyer sent to Green Plains Inc., General Counsel, 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.
19. **Forward Contract**. It is agreed that this Contract is a "Forward Contract" as defined in the Bankruptcy Code (11 U.S.C. Sec 101(25)). If one Party (the Defaulting Party) files a petition in bankruptcy, reorganization, or receivership; 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 product 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. **Transfer of Title; Risk of Loss**. Title, risk of loss and all other rights of ownership of the Goods shall pass from Seller to Buyer upon delivery to Buyer's facility, unless otherwise provided in the Contract. All rights of ownership and risk of loss of the Product shall remain in Seller until physical delivery to Buyer's designated Delivery Location whereupon it shall pass to Buyer.
21. **Liability**. Seller shall be liable to Buyer for any loss or damage to property, where and to the extent such loss or damage is the result of Seller's (or its employee's, agent's or contractor's) negligence or willful misconduct. Seller agrees that in case of any such loss or damage, the value of such property and the liability of Seller shall be the fair market value of such property or the reasonable cost of repair, whichever is less.
22. **Splitting Loads**. Where applicable, if instruction has been given to Buyer from Seller or Seller's agent to split, transfer or otherwise allocate delivery of Goods, Buyer disclaims any and all responsibility to verify such allocation and in no case shall Buyer be liable to anyone for allocating such load.
23. **Insurance**. To the extent Seller or its employee(s), agent(s) or contractor(s) has trucks on Buyer's property or on a third party's property on Buyer's behalf, Seller 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 Buyer and Seller shall identify Buyer as an Additional Insured on all coverages except Workers' Compensation. Seller shall provide certificates evidencing the required insurance is in force and shall email certificates of insurance to Buyer at: insurance.certificates@gpreinc.com. Any coverage provided by Seller is considered to be primary and non-contributory to any insurance maintained by or on behalf of Buyer. Seller shall provide Buyer with 30 days prior written notice of policy cancellation. Seller agrees to indemnify and hold Buyer harmless for any loss or expense incurred as a result of Seller's failure to ensure its agent(s) or contractor(s) obtains and maintains the insurance coverages required herein.
24. **Indemnification**. Seller shall indemnify and hold harmless Buyer 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) Seller's breach of this Contract, including breach of any Seller representation or warranty, or (b) Seller's or its representatives' presence on Buyer's property, including any alleged negligent and/or fraudulent acts or omissions of Seller and/or Seller's employees, agents and contractors resulting in property damage or personal injury, including death.
25. **Confidentiality; Non-disclosure**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Buyer that is provided, whether in oral or written form, to Seller 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 Seller 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 Buyer) by an employee or agent of Seller; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Seller 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 Buyer immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
26. **Buyer Policies; Privacy**. Buyer sets high standards for its employees, officers, directors, suppliers, vendors and those with whom Buyer does business. In choosing to do business with Buyer, Seller 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. Buyer also takes very seriously the privacy of its customers, vendors, suppliers and those with whom it does business. In choosing to do business with Buyer and performing under the Contract, Seller acknowledges and agrees to Buyer's Privacy Policy, which is available at https://gpreinc.com/privacy-policy/. In the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of Company's business, assets or stock (including in connection with any bankruptcy or similar proceedings), Company would have a legitimate interest in disclosing or transferring Seller's information to a third party, such as an acquiring entity and its advisors.
27. **Miscellaneous**. This Contract shall be binding upon the heirs, administrators and executors of the respective Parties, and this Contract cannot be assigned by Seller without Buyer's written consent. Buyer may assign the Contract without the consent of Seller. Buyer's weights, grades, testing, and measures are to govern in any dispute or settlement thereof and will be deemed to be accurate and conclusive. 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. 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. To the extent that the Buyer or its affiliates have or hold any claim or right of recovery against Seller arising hereunder, Buyer 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 becomes owed by Buyer or its affiliates to Seller.

28. **Reporting and Violations**. Any violation of the terms of this contract by Buyer shall be promptly reported to the Green Plains General Counsel. Reporting may also be submitted to the Green Plains EthicsPoint website at: https://gpreinc.ethicspoint.com or toll-free hotline: 844.957.2596.