ETHANOL SALE TERMS AND CONDITIONS

1. "Seller" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Ethanol Sale Terms and Conditions (T&Cs). "Buyer" is the individual, corporation or other entity that has agreed to purchase the Ethanol (Goods or Product) pursuant to these T&Cs. Buyer and Seller may be referred to individually as a "Party" and collectively as the "Parties."
2. These T&Cs along with any other Seller-generated documents attached to or referenced herewith, including without limitation the trade confirmation (Confirmation), 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.
3. No modification of this Contract shall be binding unless such modification is in writing signed by Seller. The requirement that any modification of this Contract be by signed writing 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.
4. 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.
5. Buyer shall make full payment as stated in the Contract. Seller shall have the right to at any time change or withdraw credit terms, effective upon notice to Buyer. Contract price does not include federal, state or local commodity, transaction, sales, use, excise, motor fuels excise, value-added, petroleum, business transfer or similar taxes. Any such tax shall be paid by Buyer.
6. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects the Product within 48 hours of off-loading. Rejection must be premised solely upon a claimed defect or nonconformity to specifications. Buyer must provide Seller with notice of rejection that specifies the claimed defect or nonconformity along with ASTM test results. Seller shall have the right to independently test any rejected Product before off-load. Buyer's right to reject Product is immediately terminated if Buyer stores, mixes or commingles Product with other products.
7. **Seller Warranties.** Seller warrants: (a) the Product delivered under the Contract will be free and clear, from and after time of delivery, of any security interest, or encumbrance (Seller agrees that should any encumbrance be claimed against any Product sold hereunder, Seller will immediately cause the same to be discharged and terminated; and, will further, hold Buyer harmless therefrom); (b) Seller has good and merchantable title thereto, (c) the Product delivered under the Contract meets Seller's specifications in accordance with the Seller's Contract description; and (d) the Product delivered under the Contract is of the grade indicated. Seller's weights and measures are to govern in any dispute or settlement thereof. Product quantity shall be measured when and where the Product is loaded for delivery as follows: (i) for railcar, by means of the railcar's gauging device and applicable outage tables; (ii) for tank truck, by means of a weigh scale or metering device; and (iii) for tank storage, pipeline or barge, by means of meter, third party certification, or other mutually accepted method. All measurements shall be corrected for temperature of 60°F. Seller shall provide Buyer with RINS in a format compatible with the EPA's RFS RIN Transaction Report system specs. **THE WARRANTIES IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY AND ARE IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE SPECIFICALLY STATED IN THIS PARAGRAPH. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED. IN NO EVENT, IN CONTRACT, TORT OR OTHERWISE, WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE.**
8. **Default**. Buyer shall be in default hereunder if any of the following occur: (a) Buyer fails or refuses to comply with any provisions hereof; (b) failure or refusal of any third party to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other arrangement provided for hereunder; (c) if Buyer or any third party that issues any letter of credit or other arrangement hereunder shall become impaired or unable to fulfill its financial responsibilities, in the reasonable judgment of Seller, or become 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 (d) if a trustee, receiver or liquidator is appointed for any material portion of Buyer's assets. Upon the occurrence of any event of default, Seller may exercise any or all rights and remedies hereunder or at law or in equity, including but not limited to withholding delivery of the Product sold to Buyer hereunder or liquidating the Contract. If in Seller's opinion, Buyer's credit during the life of this Contract becomes impaired, then Seller may at its sole discretion; (i) demand the Buyer commence making cash payments in advance of deliveries or that Buyer provide Seller with a letter of credit in the form, amount, and from a bank acceptable to Seller, and suspend performance until Buyer has complied with such demands; or (ii) terminate this Contract and all other contracts covering purchases by Buyer of Seller's products whether or not Buyer may otherwise be in default thereunder, without prejudice to any other rights remedies Seller may have hereunder or by law, by giving written notice to Buyer.
9. **Remedies**. Seller has all remedies applicable under the Uniform Commercial Code (UCC). In addition, in the event Buyer breaches this Contract in any manner, Buyer shall be liable for all losses and damages including consequential damages, incidental damages, and any lost profits incurred as a result thereof and shall pay any related reasonable attorney fees. Seller, at its option, may: (a) resell the Product in the open market and Buyer shall pay any loss or incidental expenses resulting therefrom; and/or (b) require Buyer to pay the difference between the Contract price and the price on the date of cancellation. In the event of default, Seller may cancel this Contract and all other contracts covering purchases by Buyer of Seller's products whether or not Buyer may otherwise be in default thereunder. If Buyer defaults as to any delivery under this Contract, Seller may then cancel the entire Contract and all contracts between the Parties. No right shall accrue to Buyer

against Seller on account of any such cancellation nor shall Seller's failure to cancel other contracts with Buyer or to accelerate subsequently maturing contracts be construed as a waiver of any subsequent default of Buyer. Seller may pursue any remedy allowed by law at Seller's option. In the event of breach of this Contract, then all amounts owed to Buyer may be applied and otherwise set off by Seller against the payment of the amounts owed by Buyer, in addition to any and all other rights and remedies available hereunder.

10. **Title and Risk Loss**. Title and risk of loss shall pass from Seller to Buyer at the contracted Delivery Point as follows: (i) Product loaded into a railcar, for F.O.B. origin, at the outlet flange of the railcar; or for F.O.B. destination, upon the constructive placement of the railcar by the railroad or upon the actual placement of the railcar for unloading if the railcar has not been previously constructively placed; (ii) Product loaded into tank truck, at the outlet flange of the tank truck; (iii) Product loaded into tank storage or pipeline, at the outlet flange or the facility; (iv) on barge sales made F.O.B. destination, title and risk of loss shall pass to Buyer at Buyer's receiving tank inlet flange, and no allowance for shortage or damage will be made by Seller unless Buyer furnishes evidence from a third party inspector that the same occurred in transit; (v) on all sales made F.O.B. origin, title and risk of loss shall pass to Buyer at the Seller's outlet flange, and in the in the event of loss or damage in transit after such transfer, Buyer shall file its own claim with carrier; and (vi) on barges or railcars delivered on CPT basis, title and risk of loss shall transfer to Buyer at the Seller's outlet flange. Buyer will not divert Seller or its agent's 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 Seller's prior written consent. For Rule 11 Trade Terms, title transfer upon interchange from one rail carrier to another rail carrier shall occur when the receiving rail carrier's tracing system officially shows the railcar as "junction received".
11. Buyer must have an off-load date when making a trade, if ship date is within 30 days. If Buyer does not have an off-load date, and/or the railroad will not accept the train, the Contract will be amended or cancelled at Seller's option. Buyer will not divert Seller 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 Seller's prior written consent. All diversion charges, additional freight charges and any other costs or expenses incurred, sustained or paid by Seller resulting from any diversion shall be Buyer's responsibility. Unless otherwise provided in the Contract, Seller will allow Buyer a period of 3 business days for off-loading of a unit train of railcars from time of constructive placement until empty release (5 days for a manifest (single) car). For Cars held beyond 3 days for a unit (or 5 days for single manifest) the Buyer will be charged $100.00 per day until empty release. Demurrage charges will be invoiced to the Buyer at end of each month and payable upon receipt. Upon expiration of such 3-business-day period (or 5 for single cars), Buyer will pay demurrage until such time as the railcar has been returned empty to the delivering railroad or otherwise placed in accordance with Seller's written instruction. A unit train must be released empty within 72 hours of constructive placement and returned as a unit, not single manifest, unless otherwise directed by Seller. If the sale is on a delivered or CPT basis, Buyer shall be allowed "free time" to unload the fuel as follows, unless specifically stated otherwise in a confirmation. For trucks, Buyer shall be allowed 1 hour from arrival of truck at Buyer's terminal or delivery point; demurrage for trucks after the initial hour will be charged. For barges, Buyer shall pay demurrage for every hour after 24 hours from the time of initial constructive placement. If the barge is delivered at a date earlier than Buyer's original nomination, demurrage charges will not be incurred until 12:01 a.m. of the day following the nomination day. Demurrage fees /charges shall continue to accrue until the Product is unloaded and the final release of the truck/railcar/barge has been granted. All applicable demurrage fees/charges payable as a result of Buyer's failure to unload within the allotted period shall be for Buyer's account and paid at the rate charged by carrier.
12. Any invoice disputes, including regarding the quantity of any Product delivered, shall be waived unless submitted to Seller in writing, together with supporting documentation and reasonable details of the facts on which the claim is based, within 60 days from the date of delivery. The delivery date shall be determined by the bill of lading or other shipping document as appropriate for the delivery method.
13. **Force Majeure**. Seller shall not be liable for delay in performance, or failure to perform when such delay or failure is due to any unforeseen cause 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, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, rail refusal to accept units, utility service interruptions, plant breakdowns and unusually severe environmental conditions.
14. **Consent to Call Recording; Electronic Records**. The Parties consent to the recording of all telephone and electronic conversations between its representatives and representatives of the other Party. The Parties consent to the original Contract and/or transaction confirmation relating to any transaction between the Parties being converted to and 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 business record exception to the hearsay rule.
15. **Disputes**. Any dispute, controversy, or claim arising out of or related to this Contract or the default thereof which the Parties have been unable to mutually resolve shall be settled exclusively by arbitration in Omaha, Nebraska conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules") then in effect, as modified or supplemented herein. The Party initiating the arbitration action must give the non-initiating Party at least 10 days prior written notice of the action. Notwithstanding the Rules, the Parties agree that any arbitration shall be presided over by one arbitrator who has been admitted to the practice of law and is in good standing in any of the fifty United States. The decision of the arbitrator shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction. Any arbitration action brought by Buyer shall be commenced within 1 year of the event giving rise to the claim, except for any action or claim against Seller relating to Renewable Identification Numbers which must be commenced within 180 days of the applicable sales invoice (a "RIN Related Claim"). For purposes of clarity, a RIN Related Claim shall include any remedies sought from Seller for Invalid RINs, as further detailed in Section 21 herein. In addition, Buyer shall reimburse Seller for all reasonable costs, fees, and expenses (including the value of employee time, legal fees, consultants, and third-party service providers) incurred in connection with responding to or cooperating

with any litigation, arbitration, governmental or regulatory inquiry, investigation, subpoena, audit, or proceeding arising out of, relating to, or connected with Buyer, its affiliates, or its business activities. In compliance with Title VII-Wall Street Transparency and Accountability Act of 2010 (Dodd-Frank), each of the Parties represents to the other that it has the capacity to make or take delivery of the Product in the ordinary course of its business and is entering this transaction in connection with its business. No waiver of or failure to enforce any term shall affect or limit a Party's right thereafter to enforce and compel strict compliance with every term. 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 warrants it has read this Contract in its entirety and understands its terms and legal effect. The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of Nebraska.

16. **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 applicable contract with an additional copy to Seller sent to Green Plains Inc., Attn: 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.
17. **Forward Contract**. It is agreed that this Contract is a "Forward Contract" and the Parties are "forward contract merchants" 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) 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 Contract 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 Goods 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.
18. The Parties enter this Contract in reliance upon the laws, ordinances, rules, codes, regulations, lawful orders and arrangements of and with any government authority applicable to the Product or the performance of this Contract that are in effect on the date of this Contract (Regulations). In the event that any of such Regulations are changed or new Regulations are issued or put in place (New Regulations), whether by law, decree, interpretation or regulation, or by response to the insistence or request of any governmental authority or person purporting to act therefore, and the effect of such changed Regulation or New Regulation (a) is not covered by any other provisions of this Contract, or (b) in the Seller's judgment has or will have a material adverse effect upon Seller, or upon the suppliers of Seller, Seller shall have the option to request renegotiation of the pertinent terms provided for in this Contract, to be completed within 60 days of written request therefore, failing which the Seller shall have the right to terminate this Contract effective 30 days after the end of such 60-day period.
19. For all Product classified as fuel ethanol, Seller and Buyer both must be registered with and approved by the United States' Environmental Protection Agency (EPA) to buy and sell ethanol with RINs, regardless of intent to take ownership.
    a. For all sales of fuel ethanol by Seller, the official Product Transfer Document (PTD) shall be the sales invoice, and RINs shall be transferred on the date of invoice generation (the Transfer Date). Invoices submitted without RINs shall be rejected, and a new invoice must be generated with the RIN PTD. For netback purchases from Ethanol plants, the Bill of Lading (BOL) shall be the official PTD, and the RIN Transfer Date shall be the ship date as stated on the BOL. RIN PTDs must state all matching criteria required by the EPA's Moderated Transaction System (EMTS).
    b. EMTS - All RINs must be transferred through the EMTS, within the following guidelines:
        i. Transactions must be initiated by Seller by the third business day following the transfer date to allow sufficient confirmation time by Buyer.
        ii. Price per Gallon, as stipulated on the Contract, shall be used for RINs assigned to physical ethanol transfers.
        iii. Price per RIN, as stipulated in the Contract, shall be used for sale of RINs separate from ethanol, unless otherwise agreed.
        iv. RIN volume in EMTS transfer batches shall be separated in the same volume that the ethanol transferred is physically separated (per truck, railcar, etc.)
        v. EMTS uploads, in Excel format, shall be exchanged promptly upon EMTS submission, and shall contain fields for the PTD number, BOL number, and Unit (truck, rail car, vessel, barge, etc.) number.
        vi. If Buyer fails to accept or otherwise confirm the transfer of RINs in EMTS within five (5) business days following the initiation of such transfer ("Unaccepted RINs"), Seller shall have the right, in its sole discretion and without further notice, to rescind the RIN transfer and retain, reassign, or resell the RINs to a third party. Payment for RINs is non-refundable and transfer of RINs requires, and is contingent upon, timely EMTS acceptance by Buyer. Buyer shall remain obligated to pay the full purchase price for the ethanol regardless of RIN acceptance failure unless such failure is due to Seller's nonconforming RINs or breach of applicable regulations. Failure to accept constitutes forfeiture of rights to the RINs and does not entitle Buyer to a refund or credit. No RIN-related claim shall be valid or enforceable if brought after the expiration of such acceptance period.
    c. Volume discrepancies shall be handled by an immediate transfer of unassigned RINs, if available. If unassigned RINs are not available, agreed upon adjustments shall be made in subsequent transactions, and, if necessary, in subsequent Agreements, until total RINs transferred from Seller to Buyer accurately reflect the gallons of ethanol transferred. If there is cause for Remedial Action with the EPA due to a transfer of assigned RINs without a volume of renewable fuel, both Seller and Buyer agree to work together to remediate according to the EPA's guidance.

d. Seller shall deliver RINs to Buyer under the Contract that meet the requirements set forth by the EPA under the RFS2 and any related federal statutes, regulations, rules, clarifications, and updates. Seller will transfer RINs properly generated and separated under 40 CFR § 80.1426 and 40 CFR § 80.1429, respectively. Seller holds title and the right to transfer the RINs to Buyer and the RINs should not have been used previously for compliance to meet another entity's Renewable Volume Obligation under 40 CFR § 80.1427, export obligation under 40 CFR § 80.1430, or spillage or disposal obligation under 40 CFR § 80.1432. If the RINs delivered by Seller via EMTS do not meet the requirements set forth by the EPA in 40 CFR § 80.1431 regarding treatment of invalid RINs, and validity claims arise as a result thereof, such validity claims may be administered by Buyer with prior consent of Seller to address replacement of RINS determined invalid by the EPA.

e. Buyer and Seller agree to comply with the registration, record keeping, and reporting requirements of the RFS2. Buyer reserves the right to request reasonable documentation to support the validity of RINs transferred and Seller agrees to provide the requested documentation in a timely manner.

f. If Seller fails or is unable to transfer to Buyer title to all of the purchased RINs or if the EPA determines any or all of the purchased RINs sold and purchased hereunder to be invalid or otherwise unavailable for use by the Buyer (each such purchased RIN not transferred or subject to a breach of warranty or determined by the EPA to be invalid or unavailable for use by the Buyer, is hereinafter referred to as an Invalid RIN), then Seller and Buyer agree to cooperate in an effort to achieve an efficient, commercial and practical resolution consistent with the options (or any combination thereof) in Section (g), to cure any default with respect to any Invalid RINs provided.

g. In the event that the Buyer receives Invalid RINs from Seller, but subject to the limitations set forth in Section 15., Seller shall, at Seller's sole cost and expense, and at the option of the Buyer, be required to provide a remedy for the Invalid RINs in one of the following ways:
   i. Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within 10 days of discovery of the Invalid RINs, from Seller's bank of unassigned RINs, generated in the same vintage and category as the Invalid RINs or generated in the current compliance year if the Invalid RINs are expired or not reasonably available.
   ii. Transfer to Buyer a volume of unassigned RINs equal to the number of Invalid RINs, within 15 days of discovery of the Invalid RINs, which the Seller may purchase from one or more approved third parties, generated in the same vintage and category as the Invalid RINs or generated in the current compliance year if the Invalid RINs are expired or not reasonably available.
   iii. If Seller is unable to locate any or a sufficient quantity of replacement RINs under (a) and (b) above, Seller shall pay Buyer within 10 business days of Seller's receipt of Buyer's invoice for such replacement RINs, including, without limitation, (A) the greater of any funds previously advanced to Seller for the volume of Invalid RINs or the cost of the replacement RINs purchased by Buyer provided such purchase price was no less favorable than that available to Buyer through good faith negotiations, (B) Buyer's expenses including reasonable broker, consultant, and attorney fees incurred in connection with obtaining such replacement RINs, and (C) any fines or penalties levied upon Buyer under the RFS2 program as a result of such failure.

20. **Nomination Procedure**. Seller shall undertake commercially reasonable efforts to meet requested shipment dates (bill of lading date), but Seller shall not be bound to such shipment date until Seller has accepted such shipment date. Buyer shall communicate tolerance for forward month volume by the 20th of the current month. Nominated tolerance may deviate only by +/- 10% of the base contracted volume.
   a. **Monthly (ratable) contracts**. Nominations are expected to be received prior to the 1st business day of the month. If nominations are received prior to the last business day of the month prior to shipment, Seller will be responsible for ratable billing. Nominations received after the first business day of shipment month will be considered late. Seller shall have no liability, whether direct or indirect, for any damages, costs, lost profits, or otherwise, resulting or arising from non-ratable or late shipments when receiving late nominations. Nominations changed within the shipment month will be executed on a commercially reasonable basis.
      i. Single manifest requested delivery dates shall be provided at least 15 days prior to the start of the shipment month;
      ii. Unit train requested delivery dates shall be provided at least 30 days prior to the start of the shipment month; and
      iii. Barges delivery dates shall be provided 30 days prior to the start of the shipment month.
   b. **Spot contracts**. Spot contracts will define expected Bill of Lading dates. Nominations are expected from Buyer the second to the last business day prior to the week of shipment. If nominations are received by the second to last business day prior to the week of shipment, Seller will be held responsible for ratable shipments in accordance with the nominations. Nominations received any later than the second to last business day prior to the week of shipment will be considered late, and Seller shall have no liability, whether direct or indirect, for any damages, costs, lost profits or otherwise, resulting or arising from non-ratable or late shipments.
      i. For single manifest spot sale, the nomination day is due within 24 hours of sale for spot rail contract, and no later than 12 pm CST on Friday for sales on Friday.
      ii. Spot Unit Trains must be nominated at the time of sale, which must be at least 72 hours prior to shipment days.
      iii. Spot truck and manifest rail nominations are due the Thursday of the previous week for next week sales.
21. **Binding Effect; Assignment**. This Contract shall be binding upon the heirs, administrators, and assigns of the Parties. This Contract cannot be assigned by Buyer without Seller's prior written consent. However, Seller may assign the Contract without the consent of Buyer.
22. **Insurance**. To the extent Buyer brings trucks on Seller's property, Buyer (or its trucking agent) shall obtain and maintain at all times the following insurance coverages: (a) Commercial General Liability (including automobile), insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate, (b) Auto liability insurance with not less than $1,000,000 combined single limit, (c) Cargo insurance with a limit of not less than $15,000,and (d) Workers' Compensation insurance satisfying statutory limits of the applicable state 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. To the extent allowed by law the policies shall identify Seller as additional insured and include a waiver of subrogation rights against Seller. If requested, Buyer shall provide certificates of insurance coverage evidencing the insurance required herein remains in force. Any coverage provided by Buyer is considered to be primary insurance and not contributory to any insurance maintained by or on behalf of Seller. 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. **Liability**. Buyer shall be liable to Seller for any damages including damage to property, where and to the extent such loss or damage is the result of Buyer's (or its agent's) negligence or willful misconduct. Buyer agrees that the liability of Buyer shall be the fair market value of such property or the reasonable cost of repair, whichever is less.
25. **Confidentiality; Non-disclosure**. (a) For purposes of this Contract, "Confidential Information" means any information or compilation of information concerning the business of Seller that is provided, whether in oral or written form, to the Buyer in connection with the purchase and sale of Product 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 Buyer 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 Seller) by an employee or agent of Buyer; or (iii) is or becomes publicly available in a manner other than through an unauthorized disclosure. (b) Non-Disclosure. Buyer 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 Seller immediately in the event of an unauthorized disclosure or loss of any Confidential Information.
26. **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/. 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. **Reporting and Violations**. Any violation of the terms of this contract by Seller 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.
28. **California Low Carbon Fuel Standard Regulations.** To the extent the Product sold hereunder is fuel ethanol or another transportation fuel as identified in Section 95480.1(a)(1) – (12) of Title 17 of the California Code of Regulations, the Parties agree that, unless otherwise agreed and stated in the Confirmation, Seller shall transfer to Buyer the California Air Resources Board Low Carbon Fuel Standard (LCFS) compliance obligations as the regulated party pursuant to Title 17 of the California Code of Regulations, Section 95480 et seq., for the total volume of fuel transferred to Buyer. Buyer accepts the transfer of the LCFS compliance obligations as a regulated party, including, as applicable, the responsibility for accounting for the base deficit in the annual credits and deficits balance calculation under section 95485(a)(2). Seller shall provide Buyer with a PTD that prominently states (i) the volume and average carbon intensity (except as provided below) of the Product, and (ii) that Buyer accepts the LCFS compliance obligations, Buyer is now the regulated party for the acquired product, and Buyer is responsible for meeting all applicable requirements of the LCFS regulation with respect to the Product. Additionally, Seller shall provide Buyer with relevant physical pathway information, if required, for initial demonstration under section 95484(c)(2). To the extent the Product is oxygenate intended to be blended with CARBOB or biomass-based diesel intended to be blended with diesel fuel, Seller's PTD shall identify the carbon intensity, rather than the average carbon intensity, of the Product. To the extent the Parties have agreed that Seller shall retain the LCFS compliance obligations as the regulated party, and such agreement is specifically stated in the Confirmation, Seller agrees to be responsible for complying with the applicable LCFS obligations as the regulated party as referenced above. Seller shall provide Buyer with a PTD that prominently states that Seller has elected to remain the regulated party and is responsible for meeting all applicable requirements of the LCFS regulation for the Product. Where the Product being sold hereunder is California reformulated gasoline that will be blended with additional oxygenate and meets the conditions of Section 95484(a)(1)(D), Buyer agrees that it will be blending additional oxygenate into the Product.