INTERNATIONAL ETHANOL SALE TERMS AND CONDITIONS

1. Buyer and Green Plains Trade Group LLC ("Seller" or "GPTG") may be collectively referred to as the Parties. Buyer shall make full payment as stated in the Contract. Seller shall have the right to and any time change or withdraw credit terms, effective upon notice to Buyer. Buyer is responsible for all federal, state or local commodity, transaction, sales, use, excise, motor fuels excise, value-added, petroleum, business transfer or similar taxes, or duties of every description imposed by any foreign jurisdiction that may apply; and for any imposed by the United States, by the port, or any local jurisdiction due to export of the ethanol product sold pursuant to the Contract ("the Product").

2. The face of the contract (confirmation) shall control if there are any conflict with these Terms and Conditions. The confirmation, these Terms and Conditions as well as the "International Vessel – Sales Terms & Conditions" (if applicable) shall be referred to collectively as the Contract.

3. Unless otherwise specified on the confirmation, Buyer shall be responsible for filing all required export filings and documents including EEI.

4. For ethanol shipments that are not going to another bonded facility, that will be direct exported, or are going to a port, or free trade zone – notwithstanding any language to the contrary in any Bill of Lading – Green Plains Logistics LLC maintains possession and control of the Product until it reaches the port, free trade zone, or the export point. And, the Product will remain under the TTB operations bond of the Green Plains entity that manufactured the product until that time.

5. For ethanol shipments destined for Alberta, Canada - the renewable fuel associated with this contract is produced in a manner that is consistent with the processes and feedstock that are referred to in the Consolidated Renewable Alcohol and Diesel Validation completed for Green Plains Shenandoah LLC, Green Plains Otter Tail LLC, and other Green Plains facilities as later permitted.

6. Acceptance. Buyer shall be deemed to have accepted the commodity sold hereunder once the Certificate of Analysis is accepted. Rejection must be premised solely upon a defect or nonconformity to specifications. Buyer must provide Seller with notice of rejection which specifies the claimed defect or nonconformity along with 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. Buyer shall not assign or delegate performance, any right, any obligation or interest herein without the express written consent of Seller.

8. Warranties. Seller warrants that: the Product will be free and clear, from and after time of delivery, of any security interest, or encumbrance related to Seller (Seller agrees that should any encumbrance be claimed against the Product, Seller will immediately cause the same to be discharged and terminated; and, will further, hold Buyer harmless there from); Seller has good and merchantable title to the Product; the Product meets Seller's specifications in accordance with the Seller's Contract description. 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 deliver 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 or pipeline, by means of meter or other mutually accepted method. All measurements shall be corrected for temperature of 60°F. THE WARRANTIES IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY AND IS 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 OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED.

9. Financial Assurance: If Buyer's payment(s) to Seller fall(s) into arrears, or if at any time Seller has reasonable grounds for insecurity with respect to the financial position of Buyer, or should in the reasonable opinion of Seller, the reliability or financial responsibility of the Buyer (including the occurrence of a material change in the creditworthiness of Buyer) be or become impaired or unsatisfactory, Seller may demand Adequate Assurance of Financial Performance (as defined below) from Buyer and suspend its obligations hereunder until it receives such Adequate Assurance of Financial Performance from Buyer. In such circumstances, Seller may also change the nature of any credit terms granted to Buyer, and may institute alternate payment requirements, including but not limited to requiring that Buyer pre-pay for all Product in advance of its scheduled delivery, in cash or certified funds, via wire transfer, or provide Seller with a Letter of Credit, a deposit, or another form of security, upon Seller's request. "Adequate Assurance of Financial Performance" shall mean written assurances of Buyer's ability to meet its obligations under this Contract, provided in a form reasonably satisfactory to Seller, or sufficient security in a form and amount and for

a term reasonably acceptable to Seller - including an irrevocable Letter of Credit, a cash prepayment, a security interest in an asset or a performance bond or guaranty. Seller may demand additional Adequate Assurance of Performance if, at any time, the Adequate Assurance of Performance already provided by Buyer is considered insufficient by Seller (whether due to a subsequent increase in financial exposure or otherwise) or ceases to meet Seller's requirements.

10. Payment Dispute: If a Party, in good faith, disputes the accuracy of the amount due in respect of a Transaction following delivery of the Product, the Party disputing the amount due, shall timely pay the amount it believes to be correct and shall promptly notify the other Party in writing of its reasons for disputing the accuracy of the invoice, specify the amount in dispute, and provide a copy of the following supporting documentation: (i) Seller's original signed commercial invoice; (ii) a full set of clean on-board Bills of Lading; and (iii) the original weight scale ticket, or Certificate of Quantity issued by the independent inspector, as applicable. Following this, payment of the disputed amount will not be required and no interest will accrue with respect to the disputed amount unless and until the dispute is resolved in the invoicing Party's favor. In the event that it is determined that the Party that is disputing the amount due must pay the disputed amount, then such Party shall pay interest in accordance with the terms herein on such disputed amount from and including the originally scheduled due date through the date paid.

11. Security Interest: Buyer hereby grants Seller a security interest in the Product delivered by Seller to Buyer on credit or under a Letter of Credit until such Product has been paid for by Buyer in accordance with the terms of this Contract, and Buyer and Seller agree that this Contract shall constitute a security agreement between the Parties with respect to such Product, in accordance with the provisions of the Uniform Commercial Code ("UCC"), and may be used by Seller without in any way abrogating, restricting, or limiting Seller's rights under this Contract, or in law or in equity. Buyer hereby grants Seller permission to file financing statements or such other documents as are necessary under the UCC to perfect Seller's security interest in such Product or the proceeds of such Product.

12. Limitation of Liability. Liability for breach under this Contract is limited to direct, actual damages. Neither party shall be liable to the other Party for specific performance or consequential damages such as lost future profits, business interruption damages, loss of use, loss of service, loss of capital, third-party claims including claims of buyer's customers, or special, punitive, exemplary, or other indirect damages in tort, contract, or otherwise arising out of or in any way connected with the performance, the suspension of performance, the failure to perform, or the termination of this Contract. Each party acknowledges the duty to mitigate damages. Where GPTG is Seller, the limitations contained herein do not limit liability of Buyer for losses associated with any and all hedges GPTG may make or remove as a consequence of Buyer's breach or default.

13. Indemnification. Except as otherwise limited by other provisions herein, each Party agrees to indemnify, defend, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, representatives, and agents (collectively the "Indemnified Parties") from any and all third party actions, causes of action, claims, demands, costs, fines, penalties, liabilities, expenses, damages, judicial or administrative proceedings, settlements, losses, and expenses (including reasonable attorney's(s') fees, court costs, and other litigation related expenses) that are reasonable and actually incurred, and that arise out of, or in conjunction with, any claim: (a) for injury to or death of any person, or for damage to any real, personal, or intellectual property, arising out of or in connection with the Product purchased, sold, stored or transferred, or services performed under this Agreement to the extent such injury or damage arises as a result of the negligent acts or omissions, willful misconduct, or other wrongdoing of such indemnifying Party its affiliates, and their respective directors, officers, employees, representatives, or agents; (b) for any breach of this Agreement; (c) for any breach of the representations or warranties expressed herein; or, (d) for any failure to comply with the provisions of the sections herein titled Compliance with Applicable Laws and Regulations and Trade Sanctions in connection with the indemnifying Party's performance hereunder. If the Parties found to be jointly or concurrently negligent, by a court of competent jurisdiction, each Party shall indemnify the other's Indemnified Parties only to the extent of its own negligent acts or omissions, or its willful misconduct. Each Party agrees to notify the other Party as soon as practicable after receiving notice of any claim that could result in a suit brought against it for which it may seek indemnity under this Agreement and each Party shall provide to the other Party all material details within its knowledge and render all reasonable assistance requested by the other Party for its defense. Each Party shall have the right, but not the duty, to participate, at its own expense, with counsel of its own selection, in the defense and settlement thereof without relieving the other Party of any obligation under this Agreement.

14. Default. If a Party (the "Defaulting Party") or its surety or guarantor: (a) becomes the subject of bankruptcy or other insolvency proceedings or proceedings for the appointment of a receiver, trustee or similar official; (b) becomes insolvent or bankrupt (however evidenced), or is generally unable to pay its debts as they become due, including any outstanding debts to the other Party to this Agreement; (c) proposes to make or makes a general assignment for the benefit of creditors; (d) is liquidated or proposes to dissolve or is dissolved; (e) breaches a curable representation or warranty provided hereunder and fails to cure such breach within three (3) calendar days of notice of such breach, or

breaches a non-curable representation or warranty; or, (f) breaches or otherwise fails in the performance of any other material term of, or obligation under this Agreement, then an "Event of Default" shall be deemed to have occurred. Should an Event of Default occur under (a), (b), (c) or (d) above, the Section below titled Remedies shall govern the Parties' conduct.

a. Buyer shall be in default hereunder if any of the following occur: failure to provide Adequate Assurance of Financial Performance within forty-eight (48) hours after dispatch of a demand; failure or refusal of Buyer to comply with any provisions hereof; 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; 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 if a trustee, receiver or liquidator be appointed for any material portion of the assets of Buyer. 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 commodities 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, that Buyer provide Adequate Assurance of Financial Performance, 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 contracts with Buyer, without prejudice to any other rights remedies Seller may have hereunder or by law, by giving written notice to Buyer.

15. Remedies. In the event that Buyer breaches this Contract in any manner, Seller is entitled to terminate, liquidate, and close-out this Contract and all other transactions between the Parties and their affiliates in addition to all other rights and remedies which the non-defaulting Party and its affiliates may have including, but not limited to, any rights and remedies provided for under the Uniform Commercial Code (UCC) and the U.S. Bankruptcy Code. In addition, the Buyer shall be liable for all direct losses and damages including any lost profits incurred as a result thereof and shall pay any reasonable attorney fees required to seek payment from Buyer. If Buyer defaults as to any delivery under this Contract, the Seller may then cancel the entire Contract between the Parties. A Party's failure to exercise its rights under this paragraph shall not be construed as a waiver of such rights. No right shall accrue on account of any such cancellation nor shall the non-breaching party's failure to cancel other contracts or to accelerate subsequently maturing contracts be construed as a waiver of any subsequent default. Either Party may pursue any remedy allowed by law. In the event of breach of this Contract, all amounts owed to the breaching party may be applied and otherwise setoff by the non-breaching party against the payment of the amounts owed by the breaching party, in addition to any and all other right and remedies available hereunder.

   a. In the event of insolvency of Buyer, or an event of default, Seller hereby makes a demand for reclamation of Product delivered to Buyer but not yet paid for by Buyer, in accordance with §2-702(2) of the Uniform Commercial Code ("UCC") and §546(c)(1) of the U.S. Bankruptcy Code. In the event of insolvency of Buyer, Buyer agrees to promptly return possession to Seller of such Product at Buyer's expense.
   b. Upon a default of Buyer, Seller, at its option, may upon written notice to Buyer: resell the Product in the open market and Buyer shall pay any loss or incidental expenses resulting therefrom; require Buyer to pay the difference between the contract price and the market price on the date of cancellation.

16. Transfer of risk and Title

1) For FOB sales: As per FOB terms and conditions and ICC, Paris, France, Incoterms 2010, the title to the goods and the risk of less or damage of the goods shall be deemed to have been transferred from the Sellers to the Buyers at the time when the goods have passed the ship's rail at the loading port. Insurance of the goods will be under seller responsibility until they have passed the ship rails at port of loading. Risk of loss, contamination or damage to the Product delivered hereunder shall pass from the sellers to the buyers when it passes the permanent flange connection of the vessels intake hose at the load port.

2) For CIF sales, the title to the goods and the risk of less or damage of the goods shall be deemed to have been transferred from the Seller to the Buyer upon payment by Buyer. Insurance of the goods will be under seller responsibility until they reach port of destination. Risk of loss, contamination or damage to the Product delivered hereunder shall pass from the Seller to the Buyer when it passes the permanent flange connection of the vessel's unloading hose at the destination port. The Buyer must pay all duties, taxes, and other official charges, as well as the costs of carrying out customs formalities payable upon importation of the goods.

3) For CFR sales, the title to the goods and the risk of less or damage of the goods shall be deemed to have been transferred from the Seller to the Buyer upon payment by Buyer. Insurance of the goods will be Buyer's responsibility until they reach the port of destination. Seller has no obligation to provide cargo insurance. Risk of loss, contamination or damage to the Product delivered hereunder shall pass from the Seller to the Buyer when it passes the permanent flange connection of the vessel's unloading hose at the destination port. The Buyer must pay all duties, taxes, and other official charges, as well as the costs of carrying out customs formalities payable upon importation of the goods.

17. Demurrage. If Buyer is responsible for demurrage, demurrage charges will be invoiced to the Buyer at end of each month and payable upon receipt. Buyer shall be responsible for any demurrage, fines, fees or any other penalties related to the conduct of Buyer. 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.
    a. Rail Deliveries. 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 the option of Seller. 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 the responsibility of Buyer. Unless otherwise provided in the Contract, Seller will allow Buyer a period of 3 business days for off-loading of a unit of railcars from time of constructive placement until empty release (5 days for a manifest (single) car). Cars held beyond 3 days for a unit (or 5 days for single) th
        1) Buyer will be charged at least $90 per day and for any demurrage Seller incurs until empty release. 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 to the delivering railroad or otherwise place in accordance with written instruction from Seller. A unit train must be released empty within 48 hours of constructive placement and returned as a unit, not single manifest.
    b. Trucks. Buyer shall be allowed 1 hr from arrival of truck at Buyer's terminal or delivery point, demurrage for trucks after the initial hour will be charged at the rate assessed against Seller.
    c. Barge. Demurrage fees/chares 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 24 hours shall be for Buyer's account and paid to Seller.
    d. Vessels.
        1) See the Green Plains Trade Group LLC "International Vessel – Sales Terms & Conditions" available at http://www.gpreinc.com/terms-and-conditions/

18. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Contract to the extent that such failure or delay is proximately caused by an event of Force Majeure and performance of the Contract is prevented by such Force Majeure event. A Party seeking to rely on such Force Majeure event shall give the other party prompt written notice of the occurrence of the Force Majeure, details of the Force Majeure event, evidence of the occurrence of the Force Majeure event and its effect on the Contract, and any other evidence the other party might reasonably require. For purpose of this Contract, "Force Majeure" shall be defined as follows: impossibility, delay in performance, or failure to perform when such delay or failure is due to unforeseen cause beyond a party's 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, rail refusal to accept units, utility service interruptions, plant breakdowns and unusually severe environmental conditions.

19. The Parties consent to the recording of all telephone and electronic conversations between its representatives and representatives of the other Party. The Parties consent that the original Contract and/or transaction confirmation relating to any transaction between the Parties may be 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.

20. Electronic Signatures, Modification. No modification of this Contract shall be binding unless such modification shall be in writing, with consent from both Parties. 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. Facsimiles of documents with original signatures, PDFs of documents with original signatures sent via email transmission, or email transmissions with digital signature(s), shall be as effective as manually signed original documents.

21. Claims. Upon ten (10) days prior written notice provided by Buyer or Seller to the other Party, any claim arising out of or related to this Contract or the default thereof, which has not been mutually resolved shall be settled by arbitration, which shall be conducted at New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as modified or supplemented herein. 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 be 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 claim for relief made pursuant to this Contract shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constitution such claim. This section shall not be deemed a limitation on Seller's rights or remedies to file suit for the collection of amounts due to Seller hereunder. 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.

22. 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. This Contract, including these terms and conditions, 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 (except as modified in any trade confirmations/comments). The validity, enforceability, and construction of all portions of this Contract shall be governed by the substantive law of the State of New York.

23. 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 Company 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 or registered mail (in each case, 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.

24. 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)].

25. Nomination Procedure.
    a. Monthly (ratable) contracts. Nominations are expected to be received prior to 1st business day of the month. If nominations are received prior to last business day of the month prior to shipment Seller will be responsible for ratable shipments. Nominations received after the 1st 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 best efforts basis.
    b. Spot contracts. Spot contracts will define expected Bill of Lading dates. Nominations are expected from buyer last business day prior to week of shipment. If nominations are received by last business day prior to week of shipment Seller will be held responsible for ratable shipments in accordance with the nominations. Nominations received any later 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
    c. Form of nomination. The Buyer shall nominate via email to vessel.nominations@gpreinc.com including the quantities and approximate timing of Product required. Each nomination shall specify the shipping schedule, method of shipment, quantity per shipment, consignee and payor of freight.

26. Compliance with Applicable Laws and Regulations. Each Party, shall at all times, comply with any and all applicable laws, rules, regulations, ordinances and orders of public authority, including, but not limited to, tax and social security laws, applicable worker's compensation laws, unemployment insurance requirements, immigration laws, employer's liability requirements, and minimum wage requirements. The Parties recognize that U.S. laws, rules, regulations, and, or orders of public authority may prohibit delivery of Product to restricted destinations or entities and each Party represents, warrants, and agrees that it shall not cause or permit Product sold under this Agreement to be delivered to any such destination or entity in violation thereof. The Parties also recognize that U.S. anti-boycott laws, rules, regulations, and orders of public authority may prohibit them from cooperating with, agreeing to, or complying with certain terms or requests, including documentary requests, and each Party agrees to comply therewith. Either Party

may immediately terminate this Agreement upon written notice to the other Party at any time, if the other Party is in breach of this provision.

27. Facilitation Payments and Anti-Corruption. Seller agrees that it shall comply with the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, *et seq*. as the same may be amended from time to time, the UK Bribery Act, if applicable, as well as any other applicable anti-corruption and/or anti-bribery Laws (collectively, the "Anti-Bribery Laws") applicable to the dealings with Green Plains Inc., third parties and all matters related to the performance of any agreements with Company. Buyer represents and warrants to Seller:

1) that neither Buyer or any of its officers, directors, employees, Buyer's or other representatives has or will make any payments of money, or anything of value, nor will such be offered, promised or paid, directly or indirectly, to any foreign officials, political parties, party officials or candidates for public or political party office, to influence the acts of such officials, political parties, party officials, or candidates in their official capacity, to induce them to use their influence with a government to obtain or retain business or gain an improper advantage in connection with any business activities of the Seller;
2) it will maintain adequate internal controls and procedures to prevent violation of Anti-Bribery Laws, including violations by its representatives, contractors, carriers, vessels and other contracted parties and their intermediaries; and
3) that it will ensure that any third party engaged to provide any goods or services or to perform any act related to the Contract (including all contractors, carriers, vessels and other contracted parties and their intermediaries) complies with these Terms and Conditions.

b. The United States Office of Foreign Assets Control and other governmental restricted party lists prohibit certain companies and citizens from doing business with certain sanctioned countries (such as Cuba, Iran, Iraq, North Korea, Syria, etc.), organizations and individuals deemed to be acting on behalf of, or located in certain sanctioned countries, terrorism sponsoring organizations and individuals, and international narcotics traffickers (collectively, the "Restricted Parties"). Buyer represents, warrants, and covenants that in connection with this Contract, it shall not directly or indirectly do business with such Restricted Parties. Seller reserves the right to screen Counterparty, its representatives, its vessels, carriers, owners of a 50% share or more of Counterparty and contractors, as well as all other contracted parties (and their Counterparty's) at any time to ensure that none of those parties are Restricted Parties or otherwise listed on any governmental list of restricted parties including, but not limited to, the United States Office of Foreign Assets Control. A breach of the foregoing shall be deemed a material breach of any agreement entered into by Buyer and Seller.

c. If Buyer breaches any of the covenants set forth above, the Seller may, at its sole discretion, rescind any agreement with Buyer and, in such event, all obligations of the Seller shall cease immediately, and the Seller shall have a right of action against Buyer for the amount of any monetary loss or damage incurred by Seller as a result of Buyer's breach of any of such covenants.

d. Further, Buyer agrees to the following:

1) Buyer will fully cooperate in any investigation regarding alleged violations of the U.S. restricted party lists and Anti-Bribery Laws in connection with performance of any agreement entered into by Counterparty and Company;
2) Buyer will not employ any subcontractors or consultants in performance of any action related to the Contract without the express, advance written approval of Seller;
3) Seller may audit all of Buyer's books and records of all transactions related to the Buyer's performance under any agreement entered into by Seller and Buyer;
4) Buyer acknowledges that the U.S. restricted parties lists and Anti-Bribery Laws apply to every agreement entered into by Seller and Buyer and all actions taken in performance of any such agreements;
5) Buyer will sign an annual certification statement that Buyer has not engaged in any actions on behalf of the Seller that have violated the U.S. restricted parties lists or Anti-Bribery Laws.