PROTEIN SALES TERMS AND CONDITIONS

1. "Seller" means Green Plains Trade Group LLC or the Green Plains entity identified in the applicable documents accompanying these Protein Sales Terms and Conditions (T&Cs). "Buyer" means the individual, corporation or other entity that has agreed to buy the commodity (Goods or Product) pursuant to these T&Cs. Buyer and Seller individually may be referred to as a "Party" and collectively as the "Parties."
2. All sales of the Product are subject only to these T&Cs, along with any other Seller-generated documents attached to or referenced herein, which collectively comprise the Parties' entire agreement (Contract). No modification of this Contract shall be binding unless approved in writing by Seller, such requirement shall not be waived by Seller limited by course of dealing nor shall Seller be deemed estopped to rely upon the requirement. Notwithstanding the foregoing, Buyer is hereby notified of Seller's objection to any of Buyer's terms inconsistent herewith and to any additional terms proposed by Buyer in accepting this Contract and such inconsistent or additional terms shall not become a part of this Contract unless expressly accepted in writing by Seller. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of Goods covered hereby shall constitute or be deemed an agreement by Seller to any such terms.
3. The Parties acknowledge the rules, including the arbitration standards set forth by the National Grain and Feed Association (NGFA) Trade Rules (Trade Rules) shall apply to extent not inconsistent with the Contract. The Parties agree to settle any controversies hereunder by NGFA arbitration, and that any arbitration decision/award shall be final and binding upon the Parties. Applicable state law shall apply in any situation in which the NGFA Trade Rules do not govern.
4. Compliance. Buyer acknowledges and agrees that it shall not use or resell the Product for human consumption. Each Party represents to the other that (a) 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, and (b) it intends to make or take physical delivery of the Product.
5. Buyer has a duty to notify Seller of the correct legal entity to be identified on the Contract. By signing below, and/or performing under this Contract, Buyer (a) certifies the legal entity identified on the Contract is correct, and (b) agrees to provide documentation verifying the legal identity of Buyer upon Seller's request. Buyer represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Contract on behalf of the legal entity identified on the Contract.
6. Warranties. Each Party represents and warrants to the other that it has read this Contract in its entirety and understands its terms and legal effect. Seller warrants that: (a) the Product delivered under this Contract meets Seller's feed tag specifications, (b) it is has good and marketable title to the Product, free and clear and all liens and encumbrances, (c) the Product has been produced in compliance with the Fair Labor Standards Act of 1938, as amended; (d) the Product and the manufacture thereof do not infringe upon any third party's intellectual property; (e) the Product has been manufactured and packaged in conformity with applicable US and state law, (f) to the best of Seller's knowledge, the Product has not been adulterated or misbranded with the meaning of the Federal Food Drug and Cosmetic Act, as amended, and (f) to the best of Seller's knowledge is fit for animal consumption. Origin weights and grades are to govern. **THIS WARRANTY IS 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. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR SPECIFIC PERFORMANCE**. Seller's liability, in all circumstances, shall in no event exceed one times the purchase price of the Product. Buyer shall be deemed to have accepted the Product sold hereunder unless Buyer rejects by written notice to Seller within forty-eight hours of title transfer.
7. Breach. In the event either Party breaches this Contract in any manner, such breaching Party shall be liable for losses incurred as a result thereof. If Buyer defaults, Seller, at its option, may: (a) resell the Product in the open market and Buyer shall pay any loss and logistics expenses resulting therefrom; (b) require Buyer to pay the difference between the Contract price and the market price on the date of cancellation; or (c) Seller may without further obligation cancel this Contract in its entirety. Notwithstanding the foregoing, Seller may pursue any remedy allowed by law or the Trade Rules. In all circumstances actions for breach shall be brought within (1) year after the cause of action arose.
8. Default. Either Party shall be in default if: (a) such Party fails or refuses to comply with any provisions hereof; (b) any third party fails or refuses to issue, advise, confirm, negotiate, extend or reissue any letter of credit or other credit arrangement applicable hereto; if either Party becomes unable to pay its debts as they become due, files a voluntary petition, is declared bankrupt or insolvent, or makes a general assignment for the benefit of creditors; or, if a trustee, receiver or liquidator is appointed for any material portion of the assets of such party. Upon the occurrence of any event of default, the non-defaulting party may exercise any or all rights and remedies hereunder or at law or in equity. It is agreed that this Contract is a "Forward Contract" as defined in the Bankruptcy Code. If one party shall voluntarily file a petition in bankruptcy, reorganization, or receivership or shall be forced by its creditors into bankruptcy, reorganization or receivership, (ii) becomes insolvent or incapable of paying its debts as they become due; or makes a general assignment for the benefit of creditors; the other party (the "Liquidating Party") shall have the immediate right, exercisable in its sole discretion, to liquidate this Contract and all other forward contracts as defined in the Bankruptcy Code then outstanding between the parties 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 one (1) banking day after reasonable notice of liquidation.
9. Sanitary Feed Transportation/Compliance. Buyer is to provide equipment for loading and Buyer agrees to ensure that the equipment and its carrier comply with all applicable laws including weight, hour, and all other DOT regulations. Buyer must provide acceptable equipment. Buyer shall not provide equipment which has been previously used to transport any product prohibited by federal law in animal feed unless such equipment has been cleaned using methods approved under federal law. Buyer shall ensure that the last load carried prior to any load of Product, 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 Buyer's carrier's last load is a Prohibited Item, carrier shall provide a wash certificate reflecting that the vehicle has been cleaned to remove the presence of Prohibited Items. Buyer shall ensure that it only retains carriers whose drivers and employees are trained on sanitary feed transportation.

10. Title/Logistics. Buyer shall pay any and all weighing, inspection, trackage, and interest charges. Unless otherwise set forth in this Contract, title and risk of loss shall pass from Seller to Buyer at the delivery point as follows: (i) Product loaded into a railcar, at the loading of the railcar or if applicable, or (ii) Product loaded into truck or tote, at the loading of the truck or tote. Buyer will not divert Seller's 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 charges for diversion or 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 agreed in writing, Seller will allow Buyer a period of 4 days free demurrage for off-loading railcars from time of constructive placement until empty release. For railcars held beyond 5 days, the Buyer will be charged demurrage at a rate of $100.00 per day until empty release. Demurrage charges will be invoiced to the Buyer and payable upon receipt.
11. Force Majeure. Neither party shall not be liable for delay in performance or failure to perform when such delay or failure is due to impossibility or force majeure 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, natural disasters, fires, floods, tornados, earthquakes, epidemics, quarantine restrictions, labor difficulties, riots, insurrections, freight embargoes, rail car shortages, rail service interruptions, utility service interruptions, plant breakdowns, failure or refusal of railroad to accept or pick up rail cars, and unusually severe environmental conditions.
12. Financial Condition. Each Party represents that it is not insolvent, as defined by the UCC. If either Party's financial condition is deemed unsatisfactory, within the meaning of the UCC, by the other Party, such Party, after exercising proper notice and diligence, may treat such failure to perform as a breach and terminate this Contract.
13. Liability/Insurance. Buyer shall be liable to Seller for any loss or damage, where and to the extent such loss or damage is the result of Buyer's (or its agent's) negligence or willful misconduct. To extent Buyer brings trucks on Seller's property, Buyer (or its trucking agent) shall obtain and maintain at all times the following insurance coverage: (a) Commercial general liability insurance, with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate, (b) Automobile liability insurance with not less than $1,000,000 combined single limit, and (c) Workers' Compensation according to statute and Employer's Liability Insurance with not less than $1,000,000 bodily injury-by accident-each accident; $1,000,000 bodily injury-by disease-policy limit; and $1,000,000 bodily injury-by disease-each employee.. All policies except workers' compensation shall name Seller as Additional Insured. To the extent allowed by law the policies shall include a waiver of subrogation rights against Seller. Buyer shall provide certificates of insurance coverage evidencing the insurance required herein remains in force. Buyer shall send certificates of insurance to Green Plains at: Insurance.Certificates@gpreinc.com. Buyer shall provide Seller with 30 days written notice of policy cancellation. Any coverage provided by Buyer is considered to be primary insurance and noncontributory to any insurance maintained by or on behalf of Seller.
14. 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.
15. 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 Buyer 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 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.
16. 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.

17. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the applicable Parties at the addresses set forth on the face of the Contract with an additional copy to Seller sent to Green Plains Inc., Attn: 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.
18. Miscellaneous. Buyer shall not assign or delegate this Contract, any right, or duty hereunder without the written consent of Seller. This Contract shall be binding upon the heirs, administrators and executors of the respective Parties. The invalidity of any provision of this Contract shall not affect the remaining provisions, and this Contract shall be construed as if such invalid provision had been omitted. The Parties consent to the recording of all telephone conversations between representatives of either Party. The Parties agree that the Contract and/or confirmation relating to any transaction between the Parties may be saved in electronic format. Each Party waives any objection it may have to the admissibility of such recording or electronic copy in any judicial, arbitration, administrative or other proceeding involving the Parties to the extent such objection is based on any rule of evidence that requires authentication or identification of a document, requires an original document, or governs the admissibility of duplicates. No modification of this Contract shall be binding unless approved in writing, such requirement shall not be waived by either Party or limited by course of dealing. Notwithstanding the foregoing, each Party agrees that any terms inconsistent herewith and any additional terms proposed that are inconsistent shall not become a part of this Contract unless expressly accepted in writing by the other Party. Neither Party's subsequent lack of objection to any such terms, nor the delivery of goods covered hereby nor payment, shall constitute or be deemed an agreement by such party to any such terms. This Contract, including these terms and conditions, contains the complete and final agreement between the Parties.
19. 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.