

ARDENT MILLS, LLC
IMPORT AND EXPORT FOR PULSES

Ardent Mills, LLC (“Seller”) and the buyer (“Buyer”) agree to be bound by the terms and conditions set forth in GPC Pulses Contract No.1 (Effective January 10, 2019) issued by: the Global Pulse Confederation and available at https://globalpulses.com/files/knowledge_center/20191104194913_2019-gpc-pulses-ct-1-.pdf (the “GPC 1”), incorporated herein, along with the terms and conditions set forth below and under the relevant purchase order between Seller and Buyer. Together, the GPC 1, the Ardent Mills Pulse Import and Export Terms and Conditions set forth below, and the relevant purchase order form the “Agreement” between the Parties.

ARDENT MILLS PULSE IMPORT AND EXPORT TERMS AND CONDITIONS

1. This confirmation evidences the contract between Ardent Mills, LLC (“Seller”) and Buyer for the sale of the goods (the “Goods”) identified herein. If no objection is made to this contract immediately, the same shall be considered final and will signify Buyer’s acceptance.

2. Except as explicitly set forth herein, these Ardent Mills Pulse Import and Export Terms and Conditions set forth the entire understanding between Seller and Buyer and supersede: (i) all other prior agreements, written or oral, between Seller and Buyer with respect to the subject matter of these Ardent Mills Pulse Import and Export Terms and Conditions; (ii) any additional, inconsistent or conflicting terms contained on Buyer’s acknowledgement, confirmation, invoice or similar documents; (iii) and GPC 1. Any additional, inconsistent or conflicting terms will have no effect. **If trading rules are referenced in these Ardent Mills Pulse Import and Export Terms and Conditions but those trading rules are inconsistent or conflict with these Ardent Mills Pulse Import and Export Terms and Conditions, the terms and conditions set forth herein shall govern.** If Buyer has completed a credit application, the terms and conditions of that credit application are also incorporated herein apply to any sales made pursuant to these Ardent Mills Pulse Import and Export Terms and Conditions. If Buyer and Seller have signed a written sales agreement that expressly overrides the pre-printed terms and conditions set forth herein, the terms and conditions in that written sales agreement will control. No term or condition of this contract may be altered or superseded without written consent from Seller’s authorized representative. Seller hereby objects to the inclusion of any terms proposed by Buyer that are different from or additional to the terms of this contract, and Seller’s delivery of any Goods shall not constitute any assent to any such terms proposed by Buyer.

3. **Territory and Destination Control:** Buyer shall only sell, offer to sell, ship, distribute, deliver or otherwise transfer (“Transfer”) the Goods in the countries disclosed by Buyer to Seller in writing, provided however, in the event a country is added to any sanctions list of the Office of Foreign Assets Control (“OFAC”) of the United States (“US”) Department of the Treasury or any other similar government body within the US Department of the Treasury or similar list, this Agreement shall not be deemed to apply to such country (the “Territory”). Buyer shall not, directly or indirectly, Transfer any of the Goods (i) to any person or entity outside the Territory, including without limitation, in the U.S., (ii) to any person or entity the Buyer knows, or has reason to believe, intends to Transfer the Goods outside the Territory, or (iii) to, or make a deal with, any person or country on any OFAC sanction list or similar list. Diversion contrary to U.S. law is strictly prohibited. The Goods may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country (including Cuba), person or entity which would cause Seller to be in violation of or be penalized by the U.S. or other applicable economic sanction laws.

4. **Extension of Credit and Collections:** In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under the Agreement. Should Buyer’s financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with the Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer’s account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with the Agreement, until all amounts owed to Seller that are due are under the Agreement are paid in full.

5. **Finance Charges:** If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

6. **Recalls:** Buyer agrees to promptly notify Seller after Buyer becomes aware of any inquiry, investigation or inspection by or communication from any governmental authority with respect to any Goods. If (i) any government agency recommends or requires the recall of any of the Goods; or (ii) either Seller or Buyer reasonably determines that any of the Goods should be recalled from distribution and sale; in either case, based upon a determination that such Goods are or are suspected to have a quality or other defect, Seller has the sole right to determine the corrective action(s) to be taken by the parties, including, but not limited to, the retrieval, withdrawal or recall of the Good(s) or product produced using the Good(s). Buyer shall cooperate fully with Seller with respect to any recall or notices. Recalls will be at the expense of Buyer.

7. **Anti-Boycott:** So far as Buyer is aware, neither Buyer, insofar as it relates to the business of Seller and Buyer, nor any of its respective directors, officers, employees, agents, distributors, or suppliers has violated or is in violation of the US anti-boycott rules, 15 C.F.R. pt. 760 et seq. and 26 U.S.C. §908 and §999, as amended from time to time, but as in force at the relevant time (“Anti-Boycott Rules”).

8. **Foreign Corrupt Practices Act:** Neither Buyer nor any of its subsidiaries nor, to the knowledge of Buyer, any director, officer, agent, employee or affiliate of Buyer or any of its subsidiaries, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the US Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and Buyer and its subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance therewith.

9. **Denied Parties & Embargos:** Buyer agrees to refrain from selling Seller’s Goods to countries or persons identified or restricted by the US government.

10. **End Modern Slavery Act:** In performing its obligations under this Agreement, Buyer shall:

a. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the S.555.3 End Modern Slavery Act 2015;

b. have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;

c. not engage in any activity, practice or conduct that would constitute an offense of the S.555.3 End Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the US or any other country;

d. Include in its contracts with its subcontractors and suppliers’ anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Section 10 to ensure compliance with the Modern Slavery Act.

11. **Additional Buyer Covenants, Representations and Warranties:** Buyer covenants, represents and warrants to Seller the following:

a. **Authority:** Buyer is a corporation duly incorporated and validly existing under the Laws (as defined below) of its jurisdiction of incorporation. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of Buyer and this Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms.

b. **Compliance with Laws:** Buyer shall at all times comply with, and Buyer assumes sole responsibility to ensure the Goods comply with, all applicable federal, state, provincial, local, or foreign laws, statutes, ordinances, codes, regulations, rules, directives, and orders (“Laws”) of (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, product labeling, packaging, storing, marketing, food safety, antibribery, and export laws and regulations. Without limiting the generality of the foregoing, Buyer shall at all times, at its own

expense, obtain and maintain all certifications, credentials, authorizations, registrations, licenses, and permits necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement. Further, Buyer may not violate terms or conditions of any license, license exception, or order.

c. **Compliance with Economic or Trade Sanctions:** Buyer shall at all times comply with all applicable economic or trade sanctions, as such economic or trade sanctions may change from time to time, in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory; including without limitation, any economic or trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

d. **Non-Infringement:** The Goods do not infringe the intellectual property rights of any third party in (i) the country(s) where the Goods are Transferred to Buyer, (ii) the country(s) where the Goods are Transferred by Buyer, and (iii) the United States, Canada, and all countries in the Territory.

12. **Limited Seller Warranty:** Seller warrants (i) that the Goods sold under the Agreement, as of the time and place of shipment, will conform to the agreed upon specifications, if any; and (ii) Seller has the right to convey good title to the goods and/or services. Buyer understands and acknowledges that the Goods are made from a raw agricultural product, and unless otherwise expressly stated in a document signed by Seller, Seller does not control for pathogenic activity, including Salmonella or E. coli, in the Goods that may originate or be sourced from the environment where the grains or seeds, such as wheat, that the Goods are made from, are grown, harvested, or stored. The Goods are intended to be further processed by Buyer to minimize or prevent the risk of pathogens, which is often accomplished with a lethality step such as baking, cooking, frying or boiling.

EXCEPT FOR THE FOREGOING, SELLER HEREBY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

13. **Limitation of Liability:** Any claim by Buyer (i) that any goods or services do not conform to the agreed-specification or (ii) made otherwise with respect to any goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty are expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services, or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to Buyer and Seller. **SELLER SHALL NOT BE LIABLE FOR BUYER'S LOST PROFITS OR FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED UNDER THE AGREEMENT WERE/ARE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN.** Any action or claim against Seller under the Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer or shall be deemed to be waived.

14. **Indemnification:** Buyer shall be solely responsible for determining the adequacy of the Goods sold under the Agreement for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims, suits, losses, damages, fines, penalties, costs, expenses or other liability (including reasonable attorneys' fees) (collectively and individually, the "Losses") arising out of connected with or in any way related to Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability, including reasonable attorneys' fees, which may arise in connection with Buyer's use of the Goods covered by the Agreement.

15. Without limiting the foregoing, Buyer agrees to release, indemnify and hold harmless Seller from any and all Losses to the extent arising from:

a. Any misrepresentation, fraud, or breach of any representation, warranty, covenant, agreement, or any of the other terms or conditions of the Agreement by Buyer, its affiliates, and/or their respective employees, agents, representatives or subcontractors;

b. Any violation of applicable law by Buyer, its affiliates, and/or their respective employees, agents, representatives or subcontractors;

c. Any alleged or actual infringement or misappropriation of any patent, copyright, trade secret or other intellectual property interest of any third party in any country arising from the use of such Goods;

d. Any negligent acts or omissions, or willful misconduct of Buyer, its affiliates, and/or their respective employees, agents, representatives, or subcontractors; and/or

e. The storage, handling, transportation, modification, distribution, marketing, sale, possession, use, or any Transfer of any of the Goods after receipt by Buyer.

16. **Seller's Intellectual Property:** Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

17. **Confidential Information:** All information provided by Seller under the Agreement, including, but not limited to, the terms and conditions of the Agreement shall be held in confidence by Buyer. This obligation shall survive the termination or expiration of the Agreement.

18. **Right to Offset:** Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under the Agreement against any debts, claims or obligations owed by Buyer to Seller.

19. **Assignment:** Neither party may assign this contract without the express written consent of the other party. The Agreement will be binding upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

20. **Waiver:** Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with the Agreement. If Buyer fails to make any payment under the Agreement, when due, Seller, in addition to other legal remedies, shall have the right to terminate the Agreement.

21. **Governing Law:** This Agreement will be governed by and will be interpreted and construed in accordance with the laws of the state of Colorado and the federal laws of the United States therein. To the extent that court action is permitted under this Agreement, Buyer expressly and irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction located in the state of Colorado over any claim, suit, action or proceeding arising out of or related to this Agreement and permitted to be brought in court as provided hereunder. To the fullest extent permitted by applicable law, Buyer waives and agrees not to assert, as a defense or otherwise: (i) any claim that it is not subject to the jurisdiction (in persona or otherwise) of any such court; (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

22. **Currency:** All references in the Agreement to "dollars", unless otherwise specifically indicated are expressed in United States currency.

23. **Entire Agreement:** These Ardent Mills Pulse Import and Export Terms and Conditions, together with any invoices issued under the Agreement and any other written contracts executed pursuant to the Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of the Agreement. If Buyer has completed a credit application, the terms and conditions of the credit application are incorporated herein. These Ardent Mills Pulse Import and Export Terms and Conditions may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party. Except for any formal written sales agreement signed by both parties, in the event of any discrepancy between these Ardent Mills Pulse Import and Export Terms and Conditions and any invoice or other agreement between the parties, these Ardent Mills Pulse Import and Export Terms and Conditions shall control.

24. **Severability:** If any provision of the Agreement is held to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of the Agreement.

