

## Grain Vendor Master Trading Agreement

### General Company Information:

Full legal/corporate name: \_\_\_\_\_

Member Names: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

I \_\_\_\_\_ do hereby affirm as a seller of grain to Murphy-Brown that I and all parties legally and financially connected to the above listed entity agree that all transactions with Murphy-Brown and/or Southeastern Grain Company will be governed as follows:

#### I. Production

Seller affirms that all grain sold will be produced by the above listed entity or its individual members unless the entity is a licensed grain dealer with a current grain dealer's license in all states in which it operates. Further, licensed grain dealers will assume responsibility for verification of all production, contract performance, shipping, and delivery practices for grain sold under that license whether or not that grain was produced, stored, or delivered by the entity itself.

#### II. Environment

Seller affirms that all pesticides will be applied as labeled, fertilizer will be applied in conformance with state, local, and federal environmental & nutrient management statutes; and production practices met or exceeded industry best practices.

#### III. Shipment & Delivery

Seller affirms that grain deliveries will not be hauled after non-feed materials, animal waste, or rendered products made from ruminant animal parts without a verifiable washout of all truck parts that come in contact with loaded materials. Seller understands they might be asked to produce previous load tickets and understands that certain previously hauled materials may result in the rejection of the contents of the vehicle.

#### IV. Contract Governance

All contracts will be governed by NGFA<sup>®</sup> Trade Rules which are viewable at any time online at [www.ngfa.org](http://www.ngfa.org) or available by mail by contacting the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: (202) 289-0873.

#### V. Contract Definition

A grain contract occurs as soon as there is a verbal commitment between buyer and seller establishing a price, quantity, and delivery instructions. The printed form received in the mail is a confirmation of that verbal contract not the contract itself. Seller affirms that unless immediately contested through direct contact with the counterparty all verbal contracts will be binding regardless of whether the written confirmation is ever signed and/or returned.

#### VI. Confirmation of Contract

NGFA<sup>®</sup> has established a process through which both the buyer and the seller may promptly send a written confirmation, each to the other, to verify the specifications as agreed upon in the verbal trade. This process requires that both parties upon receiving said confirmations carefully check all specifications therein and immediately notify the other party if discrepancies are found. If only one party sends a written confirmation, that confirmation is binding upon both parties unless discrepancies are immediately brought to the other party's attention. The burden of personally contacting the counterparty of any discrepancy lies entirely with the party voicing that discrepancy. Unless these processes for identifying contract discrepancies are followed, the verbal contract remains binding even if the confirmation is left unsigned.

#### VII. Settlement of non-performance

Both parties affirm that if either party find themselves unable to complete a contract within the contract specifications, it shall be that party's duty at once to give notice of such fact. If either party fails to notify the other of their inability to complete the contract, the liability of both parties shall continue until, by the exercise of due diligence, it can be determined that a default has occurred.

Murphy Brown will continue to maintain hedges against contracted bushels, and losses on those hedges will accrue to the seller until the default is discovered and a settlement agreed upon. In such case it shall be the duty of the seller to pay Murphy Brown the difference between the contract price and the cost of an equivalent number of bushels at the current market value. In the event the market is lower Murphy Brown will pay no difference between the market and the contract associated with the seller's failure to perform.

In certain extraordinary circumstances Murphy-Brown may choose to allow the seller to roll contracts forward, but the decision is entirely the buyer's option and in so choosing can make necessary adjustments to the contract's basis values between the two periods.

NGFA® Trade Rules stipulate that contracts must be filled to within +/- 5% of the original contracted quantity to be considered complete.

**VIII. Bankruptcy, Insolvency, or Other Financial Issues**

The parties agree that Buyer shall have the right to cause liquidation, termination or acceleration of any or all Contracts because of (a) the insolvency or financial condition of the Seller, (b) the commencement of a case under Title 11 of the United States Code, (c) the appointment of or taking of possession by a trustee in a case under Title 11 of the United States Code or by a receiver or custodian before such commencement, (d) any and all other defaults of the terms and conditions specified herein either directly or by reference thereof. It is expressly agreed that each and every Contract entered into with Seller is subject to the Buyer's right to set-off any mutual debts and claims against Seller under or in connection with this Agreement, as well as any and all other grain contracts or forward contracts between the parties, as provided in 11 United States Code §§ 362 (b)(6) and 556, and pursuant to any other contractual, common law or legal right or setoff available to Buyer.

**IX. NGFA® Arbitration Of Disputes**

Both buyer and seller agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to any contract or grain transaction (including, but not limited to, any statutory or tort claims arising from the relationship between the parties) shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). The parties agree that any arbitration conducted hereunder shall be governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or hereinafter amended.

**X. Business Entity Documentation**

Seller commits to share copies of partnership agreements, LLC agreements, articles of incorporation, liens, and/or written documentation of any and all relationships through which another individual or entity would be entitled to payment on grain delivered in the seller's name or whose insolvency or legal liability would impact the seller's ability to perform on contract commitments. (Please attach copies of requested documents.) All members of a limited liability corporation must provide their names, addresses, and phone numbers as well as sign and date this master trading agreement before that limited liability corporation is permitted to enter into any forward contract with Murphy-Brown or Southeastern Grain Company.

**XI. Amendment or Expansion of Contract Rules**

Seller agrees that the rules governing any contract with the buyer can be expanded or limited through a written contract addendum signed by both parties and attached to the contract confirmation. In signing such an addendum the seller understands that the payment of any premiums or receipt of other benefits outlined in that addendum are contingent upon the full and faithful performance of all duties outlined in that addendum and that failure regardless of degree to carry out those duties gives the buyer the right but not the duty to cancel the contract, withhold any premiums or other considerations, or to restructure the contract to reflect the extent of the seller's performance.

**All members of the above listed entity hereby affirm that they have read, understand, and agree to all articles of this Master Trading Agreement.**

**Managing Partner, Member, or Proprietor (Individual With Primary Trading Authority):**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature (Required) \_\_\_\_\_ Date \_\_\_\_\_

**Member or Associated Person**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Member or Associated Person**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Member or Associated Person**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Member or Associated Person**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Member or Associated Person**

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

All members and associated persons must provide contact information and sign this agreement unless legal documentation to the contrary can be provided (Power of Attorney etc.) Please copy this page if more member or associated person spaces are required.