

US Mineral Exchange Buyers Agreement

Thank you for requesting access to US Mineral Exchange. We appreciate your interest and look forward to working with you.

As a Qualified Buyer, you will have access to motivated individuals or companies actively seeking to sell/lease their properties. You can view specific listing details, request additional information and submit offers. Moreover, you will have the ability to create email alerts and set custom filters to better manage your overall experience with the website.

In order to provide access of this quality to all of our partners we must take precautions to protect the integrity of our site. Therefore, before we can commit to bringing you onboard we must first establish some standard operating procedures. The following items are intended to set an ethical boundary and make sure that all parties are held to an open and honest process. Kindly review, and if you have any questions please bring them to our attention.

1. **About You** – You are a company properly organized and in good standing under the laws of the state incorporated/registered, or you are a natural-born person with legal capacity to enter into this Agreement.

You have all the necessary power and authority to enter into and perform this Agreement, and carry out the transactions considered under this Agreement. You also are at least eighteen (18) years of age.

2. **About Us** – The Exchange is a Listing Service. We are not brokers or agents and only act as an intermediary to bring parties together.
You agree the Exchange makes absolutely no representations and/or warranties of any kind and/or nature related to any person or entities you may deal with through our website, including any characteristics related to trustworthiness, creditworthiness, business acumen, financial standing and/or similar characteristics.
3. **Access to a Listing** – You agree that you will use our website only for the purpose of reviewing the listings of minerals available for sale or lease and for bidding on these listings.
4. **Information from a Listing** – You agree that all information gleaned from the Exchange or received from an Owner is private. You agree to treat this information as confidential and will only use this information for the purpose of reviewing and evaluating property.
5. **Circumventing the Exchange** – You agree and represent that you will not use any information about a listing or Owner to circumvent our sales or closing processes. You also agree not to provide any information obtained from our website or the Owner, including personal information, to any other person or entity for the purpose of circumventing the Exchange.
6. **Your Due Diligence** – You agree that you have the sole responsibility to examine and independently evaluate all information concerning the title, ownership, production and all other aspects of the properties listed for sale on our website by the Owner. The Exchange makes absolutely no representations and/or warranties of any kind related to the status of title to the Minerals and/or quality, quantity, and/or

value of the Minerals. You agree to hold the Exchange harmless from any reliance on data provided by Owner.

7. **No Advice** – You acknowledge any decision to offer or purchase an Owner’s property is your sole decision. Nothing on our website constitutes investment advice.
8. **Sales Process** – You acknowledge that once an agreeable offer between you and an Owner is met, you will enter into the US Mineral Exchange sales process. Additional documents may be part of this process, and if required, must be submitted to the Exchange upon request.
9. **Owner Paid Commission** – You acknowledge and agree that the Owner pays a commission to us upon the lease or sale of their mineral interests to any Buyer that has access to our website. You agree that your closing agent shall pay the commission to the Exchange from the proceeds at closing and never to the Owner directly.
10. **Governing Law/Venue** - The terms of this Agreement and/or any dispute between the Parties shall be governed by the substantive law of the State of Oklahoma. Each party irrevocably agrees that any suit, action, or proceeding arising out of or relating to this agreement shall be exclusively instituted in any court located in Tulsa County, Oklahoma.
11. **Limitation of Liability** - THE EXCHANGE SHALL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THE TOTAL LIABILITY OF THE EXCHANGE FOR ANY CLAIM ASSERTED BY THE BUYER, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT THE BUYER PAID THE EXCHANGE TO USE ITS SERVICES. IF THE BUYER DID NOT PAY THE EXCHANGE ANYTHING TO USE THE EXCHANGE’S SERVICE, THEN THE EXCHANGE’S LIABILITY SHALL NOT EXCEED THE SUM OF \$100.00. UNDER NO CIRCUMSTANCES SHALL THE EXCHANGE BE LIABLE TO THE BUYER FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.
12. **Electronic Agreement** – You agree to enter into an agreement with the Exchange and are executing this agreement electronically. All parties shall be bound by the aforementioned terms and conditions.

BUYER:

By: _____
Name
Title

U.S. MINERAL EXCHANGE, LLC

By: _____
Name
Title