

US Mineral Exchange Listing Agreement

Thank you for choosing US Mineral Exchange to market your mineral rights. Our team is dedicated to helping mineral owners sell their mineral rights for highest value possible. We do this while helping you through the enter process from start to finish. To get the process started, please review and sign the following agreement. Once we receive the signed agreement, we can begin marketing this property to our extensive network of mineral buyers.

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. **Title, Liens, Taxes and other Such Matters** – You agree that 1) you have good and marketable title to the minerals 2) all taxes have been timely paid when due and are not in arrears 3) there are no pending or threatened suits, claims, liens, judgments, violations, encumbrances, mortgages, or security interests on any of the minerals 4) the minerals are not under any kind of bankruptcy proceeding and 5) the Exchange is to be indemnified on all assumed liabilities and all tax matters of any kind related to the minerals.

4. **No Advice** – You agree that you have the sole responsibility to examine and independently evaluate all offers received and that it is your sole decision to sell or lease your minerals. Nothing on our website or spoken/written through our representatives constitutes sales advice and you do not have to accept any offer presented.

5. **Information Provided in a Listing** – You agree that you will be responsible for any personal information you elect to disclose. You also agree that to the best of your knowledge the information provided is accurate and reliable.

6. **Mineral Interests as a Security; Resale** – You agree that the properties you are selling are not intended or considered to be securities or fractionalized interests.

7. **Commission** – If you accept an offer presented through US Mineral Exchange, you acknowledge and agree that the Exchange is paid a commission of 4% of the total/final sales price. The buyer's closing agent shall pay this commission directly to the Exchange at closing.

8. **Term of Agreement:** This agreement grants US Mineral Exchange the exclusive right to market your property for thirty (30) calendar days from the date of execution of this agreement or the receipt of all required documentation to complete the listing, as determined by the Exchange, whichever occurs last. The agreement renews automatically month to

month thereafter until the contract is cancelled. To cancel the agreement, you must provide written notice of contract termination prior to the end of the current 30 day term. Written notice can be made via email or by writing directly to US Mineral Exchange.

US Mineral Exchange
8211 East Regal Place, Suite 100
Tulsa, Oklahoma 74133

Email: support@usmineralexchange.com

9. **Referred Buyers:** Any buyer who initiates contact or has access to the listing through US Mineral Exchange during the term of agreement is considered a referred buyer. Any direct contact you receive from buyers outside US Mineral Exchange during the term of agreement are also considered referred buyers and should be referred promptly to US Mineral Exchange. Any referred buyer who purchases your property during the term of this agreement or within 90 business days following the agreement termination is subject to paying a 4% commission.
10. **Referred Brokers:** Contact with any broker during the term of this agreement makes that broker a referred broker during the term of the agreement and for 90 business days following the agreement termination. No communication with any broker is allowed during the term of the exclusive listing agreement with US Mineral Exchange. If any deal is reached through a referred broker during the agreement or for 90 business days following the agreement you are personally liable for the 4% commission owed. A referred broker is any individual, company, or other entity who introduces you to a buyer or communicates offers or possible offers on behalf of any buyer or entity.
11. **Notification of Sale:** If you sell your mineral rights during the term of the agreement, or for 90 business days following the agreement termination, you are required to notify US Mineral Exchange of the sale.
12. **Circumvention:** If you circumvent US Mineral Exchange and complete a transaction outside of US Mineral Exchange directly with a buyer yourself or with a referred buyer or referred broker and the buyer or referred broker does not pay US Mineral Exchange the 4% commission due, you are personally liable for the 4% commission due.
13. **Purchase and Sale Agreement:** If you agree to a sale with a referred buyer and execute a purchase and sale agreement or letter of intent and fail to follow through with the terms of the executed agreement, you will be held personally liable for compensating US Mineral Exchange the 4% commission due for damaging our reputation with referred buyers.
14. **Indemnification** - You warrant that all information furnished to the Exchange is correct and accurate in all material respects. The Exchange will make no independent investigation to any of your representations. You agree then to indemnify and hold harmless the Exchange from any and all claims, demands, causes of action or liability whatsoever, including costs, expenses and reasonable attorney's fees. You agree to hold harmless the Exchange for any lost sale due to a buyer withdrawing an offer during the time you are listing with the Exchange. You also agree to indemnify and hold harmless the Exchange and its agents, employees, officers, directors, shareholders, co-brokers and affiliates against any and all losses, claims, damages, expenses or liabilities whatsoever, joint or several, which may arise out of or in connection with the good faith performance of this Agreement, or the good faith performance of the Exchange in connection with this Agreement. This indemnification and hold harmless agreement of you shall not apply to any intentionally

wrongful acts of the Exchange or the gross negligence of the Exchange, its agents, employees, officers, directors, shareholders, co-brokers and affiliates.

15. **Dispute Resolution** – 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.
16. **Electronic Agreement** – If you sign this agreement online, 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.
17. **Closing** – If both the buyer and seller elect to use US Mineral Exchange for escrow, closing shall be completed in the following steps:
 - a. Seller will sign and notarize the deed, and then provide a scanned/faxed copy to US Mineral Exchange
 - b. Seller will send the fully executed and original deed to US Mineral Exchange
 - c. Upon receipt of the fully executed and original deed by US Mineral Exchange, US Mineral Exchange will immediately notify the buyer the deed has been received.
 - d. Buyer will make full payment due directly to the seller via bank wire or immediately available funds.
 - e. Upon confirmation the Seller has been paid in full by the Buyer, US Mineral Exchange will immediately send the original executed deed to the buyer.
18. **Previous Offers:** Any formal written offer you currently have in hand for the purchase of your property will not be subject to the Exchange's 4% commission due under the following conditions:
 - a. You have a formal written offer in some written format, letter head, email, text message with number that can be tied to a company, or any other written medium
 - b. You are able to provide the written offer to the Exchange within 2 calendar days of the execution of this agreement or anytime before executing the agreement
 - c. The offer in hand must be current within the last 3 months and must not be disclaimed by the buyer
 - d. You sell the property directly to the company/individual listed as a previous offer, or to a verifiable related entity that has an ownership interest in that company, but not to any other "affiliate", "partner" or other entity that does not have a direct ownership interest with the buyer listed below
 - e. You sell the property for the exact amount of the previous offer (or less). If you sell the property for a **higher** price then US Mineral Exchange is still owed a commission.

By executing this agreement, you are granting the Exchange the right to contact the buyers below to verify the offer meets all the conditions above and work to secure a higher sales price on your behalf. If listing at US Mineral Exchange causes the sales price to increase directly or indirectly above the amount of your existing offer, you agree that the Exchange shall be entitled to its full commission due. However the Exchange's commission cannot reduce the offer amount listed below and you cannot receive less than what has already been offered to you had you chosen to accept it. The only exception is if any offer listed below is for some, but not all of your mineral rights, and you enlist the Exchange to help maximize the total sales price of all of your rights, US Mineral Exchange shall be entitled to its full 4% commission on the total sales price.

Please list the buyers and current offer amounts below and provide the written offers to US Mineral Exchange within 2 calendar days of executing this agreement. If no written offer is received within 2 calendar days, the previous offers listed below shall not be a part of this agreement and ANY accepted offers are subject to the Exchange's full commission due.

Company:

Offer Amount:

_____	_____
_____	_____
_____	_____

Seller:

_____ Initials – I understand that this agreement grants US Mineral Exchange the exclusive right to market my property for the term of agreement.

Mailing Address: _____ City: _____ State: _____
(No PO Boxes)

SELLER:

Seller Company Name: _____

Print Name: _____ Title: _____

Signature _____

US Mineral Exchange

Signature: _____
Managing Partner