



SECONDARY MARKET PLATFORM

LOOP Crude Oil Storage

TERMS OF SERVICE

Matrix Markets, LLC and its affiliates (collectively, “Matrix”) have developed and operate an interactive electronic platform (the “Secondary Market Platform”) on which customers of LOOP may make offers to sell or purchase storage for LOOP Sour crude oil (“LPS”). These Terms of Service apply to the use of the Secondary Market Platform. There is no fee charged to use the Secondary Market Platform to make or accept offers to purchase or sell crude oil storage for LPS.

As a condition to using the Secondary Market Platform each person or entity that uses the Secondary Market Platform accepts and agrees to these Terms of Service.

Each person or entity that uses the Secondary Market Platform to make an offer to purchase or sell crude oil storage for LPS, or to accept an offer or make a counteroffer, agrees that:

- (1) any offer that is accepted shall be binding on both the party making the offer (an “offeror”) and the party accepting the offer (an “offeree”);
- (2) an offeror and offeree shall complete an accepted offer promptly (and in no event less than 2 business days) after receiving notice that the offer has been accepted;
- (3) any documentation needed to complete an accepted offer shall be on customary and reasonable terms.
- (4) neither Matrix nor any of its officers, directors, employees, managers, agents or representatives (collectively, “Matrix Parties”) shall have any liability to any person or entity for any costs, expenses, damages, liabilities or losses incurred by such person or entity as a result of, or in connection with, (i) the use of the Secondary Market Platform, (ii) the operation of the Secondary Market Platform (including any error, defect or malfunction with, or any unavailability of, the Secondary Market Platform), or (iii) any failure to complete an accepted offer;
- (5) The Matrix Parties have no obligation to operate or update the Secondary Market Platform or to correct any errors or defects in the Secondary Market Platform;
- (6) such person or entity shall indemnify and hold harmless each Matrix Party from and against all costs, expenses, fees, damages, liabilities and losses (including reasonable legal fees and costs) incurred or suffered by such Matrix Party as a result of such person or entity breaching these Terms of Service or any claim made against such Matrix Party by such person or entity regarding the Secondary Market Platform; and
- (7) Matrix may at any time change the Terms of Service by providing written notice of such change to users of the Secondary Market Platform.