

## Electronic Royalty Management Application 2 Agreement

This agreement is made and entered into by the user (hereafter referred to as Reporting Company) or their agent (hereafter referred to as the Reporting Company's agent), Legal Name of Reporting Company \_\_\_\_\_ of the Electronic Royalty Management Application 2 (eRMA2), and the Wyoming Office of State Lands and Investments this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The parties agree as follows:

### I

Reporting Company or the Reporting Company's agent agrees that use of the system does not alter the Reporting Company's responsibility to prepare accurate and proper returns and submit them by filing deadlines.

### II

The signature of the Reporting Company or the Reporting Company's agent, affixed to this agreement constitutes a declaration that all reports or returns filed electronically with the Wyoming Office of State Lands and Investments are correct and complete as shown by the records of said Reporting Company.

### III

Reporting Company or the Reporting Company's agent agrees to assume responsibility for learning to use the system and to comply with Wyoming Office of State Lands and Investments filing specifications. System failure, or other circumstances foreseen or unforeseen, will not operate to excuse filing by deadlines as established by the terms of the leases affected and/or Chapters 18 through 25, Sections 14 or 15, Royalty Reporting, as applicable, of the Rules and Regulations of the Board of Land Commissioners; and, in compliance with W.S 36-6-101 (o) of the Wyoming Statutes.

### IV

Reporting Company or the Reporting Company's agent agrees that it has a comprehensive anti-viral operating strategy for its computer system and will maintain same during the period of reporting to the Wyoming Office of State Lands & Investments as required.

### V

The Office of State Lands and Investments will use an anti-viral strategy on all files presented by Reporting Company or the Reporting Company's agent. If a virus is detected, the Office of State Lands and Investments will notify Reporting Company. Should Reporting Company transfer an infected file more than once, the Office of State Lands and Investments may terminate this agreement and disallow use of eRMA2 or any other means of file transfer by Reporting Company or the Reporting Company's agent for future filing.

### VI

This agreement may be terminated without cause by either party upon fifteen days written notice. The fifteen days will commence upon date of mailing. It may be terminated for cause if Reporting Company or the Reporting Company's agent fails to perform substantially in accordance with the terms of this agreement. The Office of State Lands and Investments reserves the right to amend this agreement.

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### VII

The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

### VIII

The waiver, modification, or failure to insist by the Office of State Lands and Investments on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of the Office of State Lands and Investment's rights to performance of any such term or terms.

### IX

The State of Wyoming and the Office of State Lands and Investments do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

### X

If an outside contractor is hired to report for the Reporting Company, please have a representative from the Reporting Company and the actual individual doing the reporting give their name and contact information.

Legal Name of Reporting Company \_\_\_\_\_,  
Company Number \_\_\_\_\_, will be filing State royalty and, or, operator reports and, or, transferring payments, using the electronic method(s) or a combination of the electronic method(s) detailed in section XI:

Name of Reporting Company Representative \_\_\_\_\_

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

City, State and Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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Individual who will be responsible for entering, uploading, or for questions pertaining to electronic filing and payment as per this agreement is (each person using eRMA2 will be required to complete a separate eRMA2 Agreement).

eRMA2 Access Request

Name of Reporting Company Authorized Agent \_\_\_\_\_,  
Company Number \_\_\_\_\_, requests an account in the **Electronic Royalty Management Application 2** (eRMA2).

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

City, State and Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Transmission of returns via eRMA2 must comply with published specifications as to format, and with conventional filing instructions in order to be accepted and considered as filed.

Account type requested, (initial line that applies):

File State royalty returns and, or, operators' report returns only.

Transfer payments using ACH or Wire transfer only.

File State royalty returns and, or, operators', and transfer payments using ACH or Wire Transfer.

NOTE: Separate access accounts can be requested for returns, payments, or both returns and payments. Each Reporting Company can have a maximum of three accounts. A separate **Electronic Royalty Management Agreement 2** is required for each requested account and each account is to be used by that individual only. If login information is shared with other individuals, all access to eRMA2 will be terminated immediately. Each user must have his or her own login id with a maximum of three login id's per company. Should access to eRMA2 be terminated, the Reporting Company or Reporting Company's Agent has two days to submit a new eRMA2 agreement to this office. The Reporting Company will still be held responsible for submission of the required reports on time. If the required reporting is not done, the Reporting Company will still be responsible for all penalties and interest due the state.

A word of caution; each user will only be able to view their entries and not those of other users until reports have been successfully submitted.

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### Bank Information:

If you wish to submit payment by ACH or Wire please contact:

Stephanie Hardee  
Telephone (307) 777-6642  
E-Mail: stephanie.hardee@wyo.gov

Billie Hunter  
Telephone (307) 777-6641  
E-Mail: billie.hunter@wyo.gov

Please mail to:  
Office of State Lands and Investments  
Royalty Compliance Section  
Attn: Stephanie Hardee  
122 West 25th Street  
3rd Floor West  
Cheyenne, WY 82002  
Telephone: (307) 777-6642  
Fax: (307) 777-2980

This agreement represents the entire and integrated agreement between the parties (all Reporting Companies must sign). Upon completion, send two originals to the Office of State Lands and Investments. One original will be returned with an Office of States Lands and Investments signature.

X \_\_\_\_\_  
Reporting Company Authorized Signature

X \_\_\_\_\_  
Reporting Company's Agent Authorized Signature

X \_\_\_\_\_  
Wyoming Office of State Lands & Investments  
(Rev 9/17/2012)