

Engagement

- 1.1 Dealer agrees to engage Trader Corporation, through its wholly owned division, AutoSync (hereinafter referred to as the "Service Provider"), to provide the Dealer with products and services as agreed upon by Dealer and the Service Provider (collectively, the "Products") and Service Provider agrees to provide the Products, all in accordance with these terms and conditions (this "Agreement") and the Master Services Agreement between Trader Corporation and Dealer, which governs all products and services provided to Dealer (the "MSA").
- 1.2 To the extent there is any inconsistency between any term or condition set forth in this Agreement and those set forth in the MSA, the applicable term or condition of this Agreement shall govern only to the extent of such inconsistency.

Terms of Agreement

- 2.1 Dealer shall provide sixty (60) days written notice (the "Notice Period") to the Service Provider for the discontinuation of any Product not covered by a specific term.
- 2.2 For any product on a specific term, Dealer may discontinue use of any such Product on sixty (60) days written notice, but shall remain responsible to pay all Service Fees and Budget fees for the Product for the balance of the specific term and any days after the specific term should the Notice Period extend beyond the specific term.
- 2.3 Any products on a specific term will automatically transition to a 52 week term at the expiration of such specific term unless written notice is provided to the Service Provider sixty (60) days prior to the expiration of the specific term (thereafter the Product shall only be terminated in accordance with Section 2.1 of this Agreement).
- 2.4 Dealer understands that any Product term (specific or non-fixed) will not begin until this Agreement is signed and returned to the Service Provider, and the Service Provider is granted necessary information to provide the products and any services in connection therewith.
- 2.5 For a Product not subject to a specific term (a non-fixed term), if this Agreement or such Product is terminated prior to, or during, the sixty (60) day period following the activation of the Product (the "Initial Term"), then the Notice Period shall not be deemed to commence until the end of the Initial Period and Dealer shall be responsible for paying the Service Fee during the Initial Period and the Notice Period. In addition to the foregoing, notice of termination during the Initial Term may result in the forfeiture of any account balance held by Service Provider for the Dealer in connection with its subscription for such Product.
- 2.6 Service Provider may terminate this Agreement or the Provision of any Product by providing sixty (60) days written notice to Dealer. If Service Provider terminates a Product pursuant to this Section 2.6 (not Section 2.7 or otherwise) and such Product is subject to a specific term, then Dealer shall not be required to pay Service Fees beyond the sixty (60) day notice period.
- 2.7 Either Party may terminate this Agreement: (i) if the other Party breaches or is in default of any material obligation under this Agreement which default is incapable of cure or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or

such additional cure period as the non-defaulting Party may authorize in its sole discretion); or (ii) immediately upon: (x) the admission by the other Party in writing of the inability to pay debts generally as they become due or the taking of any corporate action tantamount to such admission; (y) the other Party ceasing to do business as a going concern; or (z) the other Party making any assignment for the benefit of creditors. In the case of a termination of this Agreement pursuant to this 2.7, Dealer shall not be responsible to pay any Service Fees or Budget Amount for the period after the effective date of termination (but for certainty shall pay all such amounts due on or prior to the effective date of termination).

Performance

- 3.1 The Service Provider and Dealer agree to carry out their obligations hereunder to ensure activation of the Products as soon as reasonably possible.

Billing and Price Adjustments

- 4.1 For the Products, Dealer shall pay the Service Provider the amounts specified in the order sheet or other written listing of costs provided by Service Provider to Dealer, plus applicable taxes, within thirty (30) days of Service Provider providing an invoice of such costs for the specified period.
- 4.2 For Products that are, or are related to, the provision of Dealer websites, if such website is live on or prior to the 15th day of a month, the Dealer will be charged for such Product(s) for that entire month and each month thereafter. If such website is not live on or prior to the 15th day of such a month, billing for such Product(s) shall commence on the first day of the following month and in each month thereafter.
- 4.3 Service Provider reserves and shall have the right to, on an annual basis, adjust Service Fees to reflect inflation and ongoing enhancements to Products & Services by providing Dealer with thirty (30) days written notice of any such changes.

Confidential Information

- 5.1 Dealer agrees that all training programs, support materials, handouts, and templates featured or represented in the provision of the Products or otherwise (collectively the "Materials") are covered by international and Canadian copyright laws. The Service Provider further covenants and agrees that the Materials may not be resold, rented, loaned, or circulated outside of the Dealer's organization without express permission of the Service Provider.
- 5.2 Notwithstanding anything herein to the contrary, Service Provider may use, diagnose and otherwise harness, in whole or in part, all data, including, but not limited to vehicle listing information, and any other data derived from Dealer's use of the Products (collectively the "Data") for any purpose related to Service Provider's business operations, subject to applicable privacy laws.
- 5.3 For purposes hereof, "Confidential Information" shall mean all information or material which is either: (i) marked "Confidential," or other similar marking; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Notwithstanding

the foregoing, Confidential Information shall not include information which: (A) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; (B) was previously known to the receiving Party or rightly received by the receiving Party from a third party; or (C) is independently developed by the receiving party without reference to information derived from the other Party.

- 5.4 Each party hereto agrees to hold the other's Confidential Information in strict confidence, both during and after the term of this Agreement. The parties hereto agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of, and as specified in, this Agreement.
- 5.5 In the event any Confidential Information is required to be disclosed by a receiving party under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, or by a demand or information request from an executive or administrative agency or other governmental authority, the receiving party requested or required to disclose such Confidential Information shall, unless prohibited by the terms of a subpoena, order, or demand, promptly notify the disclosing party of the existence, terms and circumstances surrounding such demand or request, shall consult with the disclosing party on the advisability of taking steps to resist or narrow such demand or request, and, if disclosure of such Confidential Information is required, shall exercise its reasonable best efforts to narrow the scope of disclosure and obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information. To the extent the receiving party is prohibited from notifying the disclosing Party of a subpoena, order or demand, by the terms of same, the receiving Party shall exercise its reasonable efforts to narrow the scope of disclosure.

Additional Services

- 6.1 Service Provider may offer additional Products and related services above and beyond those listed, which will be billed at an à la carte rate accordingly.

Use of Work

- 7.1 Service Provider will maintain the right to use any part of a Dealer website or other work product or developed as a part of a Product in its portfolio or advertising campaigns or otherwise in connection with Service Provider's business, as determined in its sole discretion. Service Provider also maintains the right to include a link from any managed web property to the Service Provider's website(s) at any time during the term of this Agreement.

Liability

- 8.1 Service Provider will undertake reasonable efforts to ensure that all information published on behalf of the Dealer is accurate and without errors but assumes no liability for any such information. Without limitation to anything otherwise set out in this Agreement, Service Provider hereby agrees to defend, indemnify and hold harmless Dealer, its affiliates, and their respective officers, directors, agents and employees, from any and all liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any third party claims, actions, suits or proceedings relating

to or arising out of: (i) breach by Service Provider of any of its representations or obligations hereunder; and (ii) Service Provider's gross negligence, willful misconduct or fraudulent actions. Notwithstanding the foregoing, Dealer acknowledges and agrees that Service Provider shall not be responsible for any damages suffered by Dealer as a result of software or other code installed or otherwise utilized by Dealer that Service Provider did not provide and which may in any way impact the performance or effectiveness of the Product and/or Service Provider's usage or access to the Product.

- 8.2 Without limitation to anything otherwise set out in this Agreement, Dealer hereby agrees to defend, indemnify and hold harmless Service Provider its affiliates, and their respective officers, directors, agents and employees, from any and all liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any third party claims, actions, suits or proceedings relating to or arising out of: (i) breach by Dealer of its representations or obligations hereunder; and (ii) Dealer's gross negligence, willful misconduct or fraudulent actions.
- 8.3 Any claim for indemnification hereunder shall be subject to the following provisions: (i) each party hereto shall be given prompt written notice of the claim by the indemnified party, provided that any delay in providing notice shall not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was prejudiced by the delay; (ii) the indemnifying party shall have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that it diligently undertakes such defense and that no settlement admitting liability on the part of the indemnified party or limiting the indemnified party's rights hereunder may be made without the express written consent of the indemnified party; and (iii) the indemnified party shall reasonably cooperate with the indemnifying party and its counsel at the indemnifying party's cost and expense.
- 8.4 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL DAMAGES, OR FOR ANY EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.5 Dealer covenants and agrees that it shall be solely responsible for, and shall in connection therewith indemnify the Service Provider for A Product's compliance with applicable law and/or any requirements imposed by Dealer's applicable manufacturer and/or any other requirements at law or otherwise.
- 8.6 Notwithstanding any other provision herein, the maximum liability of a party to the other party for a matter for which the first party has an obligation hereunder to indemnify the second party shall not exceed the aggregate amount of fees paid by Dealer to the Service Provider during the twelve (12) month period prior to the event for which the second party is hereunder indemnified.

Intellectual Property Rights and Google Analytics

- 9.1 Subject to the terms of this Agreement, the Service Provider shall own and hold title to any intellectual property independently (SEM/Paid Search Campaigns, SEO/Organic Search Strategy, etc.) conceived and developed by Service Provider or its personnel whether prior to or during the term of this Agreement ("Background Service Provider IP"). The Service Provider and Dealer agree

that nothing in this Agreement is to be construed to grant or imply to the Dealer any rights with respect to Background Service Provider IP.

9.2 Service Provider shall provide read-only access to approved staff members of Dealer for the Google Analytics (GA), related to Dealer's website Products (the "GA"), as applicable. Dealer shall not be granted any administrative rights to the GA. In addition, GA access provided for hereunder shall be restricted for use to the Dealer's official company email addresses; users that employ, but not limited to, Gmail, Hotmail, Outlook etc. shall not be permitted access. In the event of Dealer cancelling website Products, corresponding access to GA ~~360~~ shall be withdrawn. Service Provider shall not be held responsible in the event of reduced performance, non-functioning of website or any other issues that may arise due to integration of third-party Google Analytics pixel or other tracking pixel tools.

9.3 Service Provider shall have the right to use any consumer information it collects through the provision of the Product, including personal identifiable information, to fulfil its obligations hereunder and for any other purposes related to the business of the Service Provider, provided it does so at all times in accordance with applicable laws, including laws relating to privacy and data protection/security.

Governing Law

10.1 This Agreement shall be governed by the laws of Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without regard to the jurisdiction in which any action or special proceeding may be instituted.

Third Parties

11.1 Dealer acknowledges and agrees to the Service Provider acting on Dealer's behalf when dealing with all third parties involved in the delivery of any of the Products. This may include but is not limited to coordination of billing by a third party, creation of accounts on behalf of the Dealer, and the creation of public facing advertisements on the Dealer's behalf. The Dealer will undertake all reasonable efforts to ensure that all actions taken are accurate and without error but assumes no liability for any such action.

GENERAL

12.1 Certain Rules of Interpretation In this Agreement:

- (a) Consent – Whenever a provision of this Agreement requires an approval or consent and the approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) Currency – Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (c) Headings – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (d) Including – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

- (e) Number and Gender – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) Severability – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction, or without affecting its application to other Parties or circumstances.
- (g) Time – Time is of the essence in the performance of the Parties' respective obligations.
- (h) Time Periods – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done, shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

Notices

- 13.1 Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail. Any Notice delivered or transmitted to a party hereto shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a business day, then the Notice shall be deemed to have been given and received on the next business day.

Enurement

- 14.1 This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.

Execution and Delivery

- 15.1 This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles together constitute one and the same agreement.

Approval

I, a person with the requisite authority to bind the Dealer to this Agreement, request the provision of the Products by Dealer to Service Provider and hereby confirm Dealer's acceptance of the terms and condition herein and that it is bound by same.
