

TERMS AND CONDITIONS - PROVISION OF TRFFK, BUDGET AND FEES

1.1 By submitting the New Budget Confirmation form, you agree to be bound by these Terms and Conditions. To the extent that these Terms and Condition conflict with the agreement in place between Trader and Dealer regarding the provision of TRFFK by Trader (the “TRFFK Services Agreement”), the relevant term of the TRFFK Services Agreement shall govern.

1.2 Trader will provide the TRFFK service to Dealer as follows:

(a) Any changes made by Dealer to Dealer’s Budget pursuant to the New Budget Confirmation form will be effective within 5 business days’, and until the effective date of such change, billing will remain at the previous month’s Budget.

(b) Notwithstanding any other term or condition set forth herein, Dealer acknowledges and agrees that Trader shall have the authority to, in providing TRFFK, exceed the Budget by up to five percent (5%) (the “Overage Amount”) and, if the Budget is so exceeded in a given month, Dealer shall be responsible for payment of the Overage Amount.

1.3 For Dealer to utilize TRFFK, it must at all times during the Term (defined below) of this Agreement purchase from Trader one or more product packages pursuant to which its vehicle inventory is listed on the Trader online marketplace (autoTRADER.ca/AutoHebdo.net).

1.4 On a monthly basis, in addition to the Budget, Dealer shall be required to pay monthly service fees in accordance with the terms of the TRFFK Services Agreement.

1.5 The Service Fee will be payable for a given month even if Dealer terminates the use of TRFFK during that month.

1.6 Dealer will be invoiced for the previous month’s Budget, the Overage Amount (if applicable) and the Service Fee within ten (10) days of the completion of such month. Dealer shall be required to pay each such invoice within thirty (30) days of receipt. Trader may suspend TRFFK and/or terminate this Agreement if payment is not received prior to the expiry of such thirty (30) day period.

1.7 The provision of TRFFK to Dealer will be managed by a strategist appointed by Trader (the “Strategist”), who will allocate the Budget and any

Overage Amount in the Strategist's sole discretion, among Search Engine Marketing (SEM), Display Advertising and/or Retargeting, unless the Strategist is advised of a specific allocation by Dealer (in any case the "Allocation"). For certainty, unless Dealer has requested a specific Allocation, the Strategist may, for any given month, allocate the entire Budget and any Overage Amount entirely to SEM, Display Advertising or Retargeting and may allocate no amount to SEM, Display Advertising or Marketing.

1.8 Dealer will be provided with a report of the Allocation on a monthly basis which shall be delivered in a manner and at a time determined by Trader. In addition, Dealer will be provided with professional advice, marketing services through Advertising channels for new or used cars, performance reports by email, remarketing, and marketing strategies and performance evaluation reviews with experts.

1.9 Dealer may reduce their monthly media budget to \$0, this change to Dealer's Budget will be effective upon 5 business days' notice, and until the effective date of such change, billing will remain at the previous monthly media Budget.