

## MASTER SERVICES AGREEMENT

Dated (the “Effective Date”)

**BETWEEN:**

**TRADER CORPORATION (“Trader”)**

A company with a place of business at 405 The West Mall, Suite 110, Etobicoke,  
Ontario, Canada

- and -

**(“Dealer”)**

A company with a place of business at

(The contracting parties may be referred to collectively herein as the “Parties”, and each individually as a “Party”)

**WHEREAS** Dealer wishes to engage Trader to render certain services, and Trader wishes to accept this engagement.

**WHEREAS** Dealer and Trader wish this Agreement to govern the delivery of, use of, and payment for services ordered by Dealer at the time this Agreement is executed, and those services ordered by Dealer at any time in the future;

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION** (including the mutual covenants contained herein), the receipt and sufficiency of which is irrevocably acknowledged, the parties agree as follows:

### **1. THIS AGREEMENT, and ELECTRONIC SIGNATURES**

1.1 This Agreement (including any additional terms incorporated by reference, or otherwise brought to the Dealer’s attention) (the “**Agreement**”) governs the relationship between Trader and the Dealer in connection with Trader’s provision of any product or service to the Dealer, including, without limitation, any of the following services:

- a) easyLead Services
- b) dealerSmartSolutions Services
- c) vAuto Services
- d) New Car Marketplace

- e) Trader Capture Services (New & Used)
- f) Trader Marketplace Services

1.2 Any such product or services described in Section 1.1 may be referred to herein individually as a “**Service**”, or collectively as the “**Services**”.

1.3 In order to provide the Services (or merely in connection with the Services), Trader may provide the Dealer with access to certain computer software, including (but not limited to) standalone computer programs, software accessible through computer networks and/or servers, or websites and web pages (collectively, the “**Software**”).

1.4 Dealer may order Services at the same time Dealer signs this Agreement (or any previous version of this Agreement), or at any time thereafter. All aspects of the relationship between Trader and Dealer with respect to all such Services shall be governed by the terms of this Agreement.

1.5 The Dealer’s electronic signature submitted in connection with a document, contract, or agreement shall express the Dealer’s consent and agreement with the same legally binding effect as it had marked its signature or initials on a paper copy of that document.

1.6 Trader’s provision of the Services shall express its consent and agreement with the terms and conditions of this Agreement (which Trader has caused to be prepared) and all of its obligations hereunder or pursuant to any related document, contract or agreement.

1.7 This Agreement incorporates by reference the terms of the CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES agreement, attached hereto at Schedule A.

1.8 In addition to the general terms set out in the body of this Agreement, additional terms may apply to particular services or interactions with Trader. The text of such additional terms (or a hyperlink to such additional terms) may be displayed or otherwise brought to the Dealer’s attention when the Dealer (or any person accessing the Services on the Dealer’s behalf) orders or uses the Services. Dealer agrees to read, understand, and be bound by any such additional terms, which terms, for greater certainty, shall be deemed to be part of this Agreement.

1.9 Additional terms applicable to specific Trader Services may be set out on Order Sheets (as hereinafter defined) for those services. Dealer agrees to read, understand, and be bound by any such additional terms, which terms, for greater certainty, shall be deemed to be part of this Agreement.

1.10 The Dealer understands and acknowledges that the Software or Services may incorporate or require the use of third party software or services (the “Third Party Services”). Third party software or services may be subject to additional terms or fees specific to such software or services, including third party license terms. The Dealer is

solely responsible for any such fees, and agrees to comply with all such terms, including any “click through” or “shrink wrap” license terms presented to the Dealer in the course of the Dealer's use of the Software or Services, or otherwise brought to the Dealer's attention. Dealer understands and agrees such services are provided by and are the sole responsibility of their respective third party service provider, and that Trader shall not be held liable for the content of, availability of, or accuracy of any Third Party Services. In the event that Dealer is dissatisfied with or incurs damage or loss due to its use of, reliance upon, or inability to use any Third Party Services, Trader may not be held liable for any such damage or loss.

1.11 The Dealer may not assign, or sub-license its rights under this Agreement, grant a security interest in or over the Dealer's rights to use the Software or Services, or otherwise transfer or encumber any part of the Dealer's rights to use the Software or Services.

1.12 The Parties agree that this engagement is nonexclusive, and that nothing in this Agreement shall restrict Trader's right to render the same or similar services to any other person or legal entity.

1.13 Trader may, at its sole discretion, amend any terms, conditions or other provisions of this Agreement, and may make changes to the Applicable Fees or the Services offered at any time. Any such amendment shall be effective (and the Dealer shall be bound to the amended terms and/or fees):

- a) immediately after Trader notifies Dealer of such amendment. if the such amendment does not affect the Applicable Fees (as defined in Section 2.1, below); or
- b) after a 30 day notice period if such amendment does affect the Applicable Fees.

1.14 In the event that Dealer does not wish to be bound by the amended terms and/or fees, it may choose to give notice that it wishes to terminate this Agreement as set out in Section 8, below.

## **2. THE SERVICES – ORDER SHEETS and APPLICABLE FEES**

2.1 The Dealer may from time to time request that Trader provide Services to Dealer. Each time Dealer orders services from Trader, Trader shall prepare a document (the “**Order Sheet**”) detailing the services requested by Dealer (the “**Requested Services**”) as well as the fees payable by Dealer for the Requested Services (the “**Applicable Fees**”).

2.2 Trader shall then provide Dealer with an electronic copy of the Order Sheet. Dealer will be given an opportunity to review the Order Sheet via an online interface and may indicate its approval of the Order Sheet by signing the Order Sheet with an electronic signature. By approving the Order Sheet in this way, Dealer indicates that it wishes Trader to provide the services listed on the Order Sheet, and that Dealer agrees to pay

Trader the Applicable Fees listed on the Order Sheet (in addition to the Applicable Fees listed on previous Order Sheets), and any applicable taxes.

2.3 Applicable Fees may be one-time-only fees, or may be recurring charges, as set out on each Order Sheet. Dealer will be invoiced for one-time-only charges immediately after approving the applicable Order Sheet and invoiced for any recurring charges on a weekly or monthly basis (as set out on each Order Sheet).

2.4 Trader shall invoice the Dealer on a recurring basis for the Applicable Fees, plus any applicable taxes (the “**Invoiced Amount**”). The Invoiced Amount shall be due thirty (30) days after the date of each invoice (the “**Due Date**”). Invoices shall be sent to the email address provided by Dealer. It is Dealer’s responsibility to ensure that the email address provided remains current, active, and capable of receiving email. Invoices that are not received by Dealer due to the configuration or misconfiguration of Dealer’s email software or servers nonetheless become due on the applicable Due Date.

2.5 The Customer consents to Trader Corporation obtaining commercial and if applicable personal credit information, for the purpose of evaluating and decisioning the account for the assigned terms. The customer consents to the disclosure of trader information to our credit reporting agency partners (Equifax and Dun and Bradstreet). All accounts are due and payable according to the stated terms on each invoice. Dealer shall pay Trader the Invoiced Amount on or before the applicable Due Date. Trader reserves the right to apply an interest charge of 1.5% per month (18% per year) on any overdue balances. Any payments dishonored by your financial institution will be subject to a \$25.00 charge. Unless otherwise advised, the customer will be considered for 30day terms first and if we are unable to approve the account for 30day terms then the available options for activation will be communicated by our credit team.

2.6 The Dealer acknowledges that the provision of the Requested Services is strictly contingent upon Trader’s approval of the Dealer’s creditworthiness. Trader may terminate this Agreement immediately, at any time, and at its sole discretion if it loses confidence in the Dealer’s creditworthiness. The Dealer hereby authorizes Trader to (a) conduct all customary inquiries regarding the Dealer’s solvency and credit; (b) to collect and store information relating to the Dealer’s solvency and credit; and (c) disclose such information to third parties as required.

2.7 Dealer agrees to advertise its full vehicle inventory in either the “USED” or “NEW” vehicle categories. Dealer shall purchase a subscription package at the appropriate tier that best matches its full inventory. Separate packages are required for NEW or USED inventory. Dealer may elect not to advertise any vehicles for which it intends to sell wholesale.

### **3. TRADER'S PROPRIETARY RIGHTS**

3.1 The Dealer hereby acknowledges and agrees that Trader and the Trader Associates (as hereinafter defined), or any of their respective licensors, own and shall retain all legal right, title and interest in and to the Software and Services, including any intellectual

property rights that subsist in the Software or Services (of whatever nature, whether registered or not, and wherever in the world those rights may exist). Without limiting the foregoing, the Dealer acknowledges that Trader exclusively owns the intellectual property rights related to any written content, graphics, images, and/or photographs taken, created, written, or developed by Trader, Trader Associates, or their employees, contractors, or representatives, pursuant to this Agreement or otherwise. The Dealer shall not reproduce any of these proprietary materials without Trader's express prior written consent.

#### 4. USE OF SERVICES BY DEALER

4.1 The Dealer understands and acknowledges that it uses the Services at its own risk.

4.2 The Dealer agrees:

- (a) to remain at all times in full compliance with this Agreement;
- (b) to provide only accurate, current and truthful information to Trader, and to correct or update any previously provided information as soon as reasonably possible if and when that information becomes out of date;
- (c) not to access (or attempt to access) any parts of the Software or Services by any means other than through the interface that is provided by Trader;
- (d) not to access (or attempt to access) any portions of the Software or Services or the content included therein through any automated means (including the use of scripts or web crawlers);
- (e) not to engage in any activity that interferes with or disrupts the Software or Services (or the servers and networks associated with the Software or Services);
- (f) not to copy, reproduce, duplicate, modify, create derivative works from the Software or Services;
- (g) not to decompile, reverse engineer, or otherwise attempt to derive source code from the Software or attempt to duplicate the functionality of the Software or Services;
- (h) not to sell, trade, sublicense, or resell the Software or Services to any other party, in whole or in part, for any purpose;
- (i) not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to, or displayed or contained within the Services;
- (j) that it shall be liable to Trader or any applicable Trader Associate for any breach of any of its obligations under this Agreement and for any activity that occurred under its account, including any unauthorized activities. As such, the Dealer recognizes the importance of maintaining the confidentiality of passwords associated with any account the Dealer uses to access the Services. The Dealer acknowledges that the security of its user account is its sole responsibility, that it shall select strong passwords, that it shall only provide the passwords to its employees or other representatives with a need to know, and that it shall change its passwords promptly upon becoming aware of the possibility that one of its accounts may have been compromised;

(k) to maintain the confidentiality of the information that the Dealer uses, is provided to the Dealer, or that the Dealer obtains as a result of its use of the Services;

(l) to comply with all applicable laws, legislation, rules, regulations, governmental requirements and industry standards with respect to the Dealer's use of the Software or Services and the performance by the Dealer of its obligations hereunder, including, but not limited to, any laws regarding the export of data or software to and from Canada (or any other relevant country), and any applicable federal, provincial, state and local laws, rules, regulations, and ordinances governing the privacy and security of customer information that apply to the Dealer and to protect and maintain the privacy of such information accordingly; and

(m) to implement and maintain appropriate administrative, technical, and physical safeguards reasonably designed to: (a) ensure against any anticipated threats or hazards to the security or integrity of customer information; and (b) protect against unauthorized access to or use of the customer information that could result in substantial harm or inconvenience to the individual who is the subject of customer information.

4.3 The Dealer agrees not to permit or authorize any other person or legal entity to do anything that the Dealer is prohibited under this Agreement from doing directly.

4.4 The Dealer acknowledges that as part of the provision of certain Services it may receive use of, and access to, certain toll-free and local tracking telephone numbers, as well as other services relating to such numbers (collectively, the "**Telephone Services**"). The Dealer acknowledges and understands that when a person (the "**Caller**") calls a Telephone Service, the Caller will be automatically advised that each call may be subject to recording and monitoring prior to the connection of the telephone call to the Dealer through the Telephone Service, and that such recording and monitoring by Trader may or may not take place.

## 5. CONFIDENTIALITY AND NON-SOLICITATION

5.1 In the course of the Dealer's use of the Software and Services, the Dealer may be provided with certain confidential information. This confidential information includes (but is not limited to) market information and analysis, forecasts, trend analysis information, vehicle pricing trend analysis, vehicle sales trend analysis, and other information and analysis derived from or provided through the Software and Services. This information, and the specifics of this Agreement (including terms, conditions, fees, and pricing), shall be referred to herein collectively as "Confidential Information".

5.2 The Dealer agrees to take any and all steps and precautions that may be reasonably required to maintain the confidentiality of the Confidential Information. The Dealer agrees that the Confidential Information shall be disclosed only to those of its employees with a genuine need to know, and that it will first ensure that those employees

are bound by confidentiality agreements containing terms equivalent to those contained herein.

5.3 The Dealer agrees that it shall not solicit for hire, directly as employees or indirectly as contractors or subcontractors, individuals who are or become employees of Trader, during the term of this Agreement and for a period of one (1) year after such individual leaves the employment of Trader or one (1) year after the termination of this Agreement, whichever is earlier. Participation in job fairs, publishing general job postings or advertisements, etc., shall not be considered “solicitation” for purposes of this Section 5.3.

5.4 The Dealer's confidentiality and non-solicitation obligations shall survive termination of this Agreement. With respect to each particular item of confidential information, the Dealer's confidentiality obligations shall survive until that item of confidential information becomes publicly known or publicly available other than through disclosure by the Dealer or breach of any obligation hereunder.

5.5 The Dealer acknowledges that its breach or threatened breach of its confidentiality obligations hereunder will cause Trader harm that cannot be quantified and that money cannot fully redress and agrees that Trader shall be entitled (in addition to any other available remedies) to seek and obtain injunctive relief to remedy such actual or threatened breach without the need to prove irreparable harm or post security.

5.6 Trader or Dealer shall be permitted to disclose customer information, when required, pursuant to the any applicable federal, provincial, state or other legislation or rules or regulations imposed by any governmental agency.

## 6. DEALER INFORMATION AND DEALER CONTENT

6.1 In the course of the Dealer's use of the Software and Services, the Dealer may be required to provide (or Trader or its representatives may collect) certain information about itself and its inventory (the “**Dealer Information**”). The Dealer consents to Trader's collection, storage, distribution, use and making available of such Dealer Information as Trader may reasonably require in order to carry on its business and/or to provide the Software and Services.

6.2 The Dealer shall ensure that the Dealer Information it provides to Trader remains current and accurate, and shall update or correct any out-of-date or inaccurate Dealer Information as soon as reasonably possible.

6.3 In the course of the Dealer's use of the Software and Services, and particularly in the course of preparing the Dealer advertisements or listings which may be published through the Software or Services, the Dealer may upload certain content through the Software or Services (the “**Dealer Content**”). The Dealer Content may include, for example: text, images, graphics, sounds, music, audio clips, video clips, computer code or software, or collections of data.



6.4 The Dealer understands that it is solely responsible for all Dealer Content, and that Trader and the Trader Associates shall have no responsibility or liability to the Dealer or to any third party in connection with the Dealer Content or its publication by Trader. The Dealer represents and warrants that it owns or has licensed all intellectual property rights that may be required to allow the Dealer Content to be published through the Software and Services or otherwise made available in connection with the Software or Services, or in connection with any Dealer advertisement or listing, and that publication of the Dealer Content by Trader in any form, format, or jurisdiction will not infringe on the intellectual property rights of any third party. The Dealer represents and warrants that all Dealer Content is accurate, truthful, and free of offensive, slanderous and libelous content or remarks.

6.5 Trader reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Dealer Content at its sole discretion.

6.6 By submitting, posting or displaying Dealer Content in connection with any of the Services, the Dealer hereby grants to Trader and all Trader Associates a perpetual, irrevocable, worldwide, royalty-free, sublicenseable, and non-exclusive license to use, reproduce, adapt, modify, translate, publish, publicly perform, make available, publicly display and distribute any Dealer Content, as Trader may reasonably require in order to carry on its business and/or provide the Software and Services. This license is for the sole purpose of enabling Trader and all Trader Associates to display, distribute and promote the Software or Services, and to display, publish, analyze and archive Dealer listings and advertisements placed pursuant to this Agreement. The Dealer agrees that this license includes a right for Trader and the Trader Associates to make the Dealer Content available to their licensors. The Dealer understands that Trader or any Trader Associate, in performing the required technical steps to provide the Software or Services to the Dealer, may: (a) transmit or distribute the Dealer Content over various public networks and in various media; and (b) make such changes to the Dealer Content as are necessary to conform and adapt the Dealer Content to the technical requirements of connecting networks, devices, services or media. The Dealer hereby acknowledges and agrees that this license shall permit Trader to take all of the foregoing actions. The Dealer confirms, represents and warrants to Trader that it has all of the rights, power and authority necessary to grant this license.

6.7 Dealer agrees that Trader may aggregate and anonymize the Dealer Content and/or the Dealer Information and analyze, collect, store, distribute and use that information for any reasonable business purpose.

6.8 Dealer acknowledges and agrees that in the course of providing the Services, Dealer Information and Dealer Content may be transmitted to or through, and may be stored on, computer systems and networks located outside of Canada. Dealer understands that Dealer information and Dealer Content may therefore be subject to the laws applicable in jurisdictions other than Canada.

6.9 Dealer acknowledges and agrees that as part of receiving the Software and Services, Dealer will be providing access to its dealer management system (“**DMS**”) to Trader and its third party providers and Dealer hereby explicitly provides consent to

Dealer's DMS provider to provide Trader and its third party providers access to the data on Dealer's DMS system.

## **7. DEALER INDEMNITY AND NOTIFICATION**

7.1 The Dealer hereby agrees to indemnify, defend and hold harmless Trader, the Trader Associates, and each of their respective third party service providers, officers, shareholders, directors, employees and agents (collectively, the "**Indemnified Parties**"), from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, charges, expenses (including attorneys' and accountants' fees and disbursements) and costs ("**Claims**"), incurred by, borne by or asserted against any of the Indemnified Parties to the extent such Claims relate to, arise out of or result from:

- (a) any intentional or wilful conduct or negligence of any employees, agents or subcontractors of the Dealer;
- (b) a breach of any of the Dealer's representations, warrants, covenants or other obligations contained in this agreement;
- (c) inaccuracy of any information provided by the Dealer in connection with this Agreement;
- (d) the Dealer's use of or inability to use the Software, Services or Telephone Services; or
- (e) any Dealer Content, including any claims of infringement of any third party intellectual property right.

7.2 The Dealer certifies that it will review all content prior to submission through the Software or Services to ensure that said content is fully and completely accurate and contains no errors, mistakes, omissions, inconsistencies, or libelous or slanderous remarks. The Dealer understands and acknowledges that Trader relies upon this assurance in providing the Dealer with access to the Requested Services.

7.3 The Dealer shall notify Trader immediately upon becoming aware of any claim or potential claim against the Dealer, Trader, or any Trader Associate arising in connection with the Dealer's use of the Software or Services.

7.4 The Dealer shall notify Trader within seven (7) days of any breach of any provision of this Agreement.

## **8. TERM, TERMINATION, and CANCELLATION OF SERVICES**

8.1 This Agreement shall be effective as of the Effective Date and shall continue in force and effect until terminated by one of the Parties.

8.2 Trader may terminate this Agreement for any reason by providing Dealer with thirty (30) days written notice of termination.

8.3 Dealer may request termination of this Agreement by providing written notice of that request to Trader (the “**Termination Request**”). Upon receipt of this Termination Request by Trader, this Agreement shall terminate thirty (30) days thereafter.

8.4 Trader may immediately terminate this Agreement and immediately cease providing the Software or Services if any amount owed to Trader by the Dealer pursuant to this Agreement or any other contract between the Dealer and Trader is more than thirty (30) days overdue, or if Trader loses confidence in the Dealer's creditworthiness, or if Trader ceases to provide the Software or Services.

8.5 Dealer may request cancellation of all or some of the Services requested pursuant to this Agreement by providing written notice of that request to Trader (the “**Cancellation Request**”). The Services set forth in the Cancellation Request, shall cease to be billed and provided thirty (30) days after Trader receives such Cancellation Request.

8.6 The Dealer shall be obligated and hereby covenants to pay all Fees owing up to and including the date of termination of this Agreement.

8.7 Trader may immediately terminate this Agreement upon Dealer's breach of any material provision of this Agreement.

8.8 For certainty, Dealer acknowledges that immediately upon termination of this Agreement pursuant to any provision hereunder, Dealer shall cease to have any right to use or maintain possession of the Software or Services.

## **9. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY**

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. ONLY EXCLUSIONS AND LIMITATIONS THAT ARE ALLOWABLE UNDER APPLICABLE LAW WILL APPLY. THE LIABILITY OF TRADER AND THE TRADER ASSOCIATES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE SOFTWARE OR SERVICES IS AT THE DEALER'S SOLE RISK AND THAT THE SOFTWARE OR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, TRADER AND ITS AFFILIATES, AND EACH OF THEIR LICENSORS, DO NOT REPRESENT OR WARRANT TO THE DEALER THAT: (A) THE DEALER'S USE OF THE SOFTWARE OR SERVICES WILL MEET THE DEALER'S REQUIREMENTS; (B) THE DEALER'S USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY INFORMATION OBTAINED BY THE DEALER AS A RESULT OF THE DEALER'S USE OF THE SOFTWARE OR SERVICES WILL BE ACCURATE, UP-TO-DATE, OR RELIABLE; OR (D) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO THE DEALER AS PART OF THE SOFTWARE OR SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE OR SERVICES IS DONE AT THE DEALER'S OWN DISCRETION AND RISK. THE DEALER AGREES THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO ITS COMPUTER (OR OTHER DEVICE), AND FOR ANY RESULTING LOSS OF DATA.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE DEALER FROM TRADER, ANY OF ITS AFFILIATES, OR THROUGH OR FROM THE SOFTWARE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

TRADER AND ITS AFFILIATES FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

THE DEALER EXPRESSLY UNDERSTANDS AND AGREES THAT TRADER WOULD NOT BE ABLE TO ECONOMICALLY PROVIDE THE ADVERTISING, SOFTWARE OR SERVICES WITHOUT THE BENEFIT OF A STRICT LIMITATION OF LIABILITY CLAUSE AND HAS SET ITS FEES AND OTHER PRICES ACCORDINGLY. CONSEQUENTLY, SUBJECT TO OVERALL PROVISIONS ABOVE, THE DEALER FURTHER AGREES THAT NEITHER TRADER, NOR ANY TRADER ASSOCIATE, NOR THEIR RESPECTIVE LICENSORS SHALL BE LIABLE TO THE DEALER FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY THE DEALER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (DIRECT OR INDIRECT), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS; (B) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY THE DEALER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY ANY THIRD PARTY ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING ON BEHALF OF THE DEALER WHICH IS GENERATED BY THE SOFTWARE OR SERVICES; (II) ANY CHANGES THAT TRADER MAY MAKE TO THE SOFTWARE OR SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SOFTWARE OR SERVICES (OR ANY FEATURES WITHIN THE SOFTWARE OR SERVICES); AND (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH THE SOFTWARE OR SERVICES.

UNDER NO CIRCUMSTANCES SHALL TRADER BE HELD LIABLE FOR ANY DAMAGE, HARM, OR LOSS INCURRED DUE TO DEALER'S USE OF, RELIANCE UPON, OR INABILITY TO USE ANY THIRD PARTY SERVICES OR ANY ASPECT

OF THE SOFTWARE OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS.

IN THE EVENT THAT THESE LIMITATION OF LIABILITY PROVISIONS DO NOT EFFECTIVELY OUST TRADER'S LIABILITY IN FULL, THE DEALER UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES WILL TRADER'S AGGREGATE LIABILITY, HOWEVER ARISING, EXCEED THE SUM OF ALL FEES PAID BY THE DEALER TO TRADER DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE RELEVANT CLAIM AROSE.

THESE LIMITATIONS ON LIABILITY SHALL APPLY WHETHER OR NOT TRADER AND ITS AFFILIATES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY PARTICULAR LOSS OR DAMAGE.

## **10. GENERAL**

10.1 For the purposes of this Agreement, "**Trader Associate**" means any entity legally affiliated with Trader, as well as any contractor, vendor, partner or other third party used, contracted or employed by Trader in connection with the provision of the Services.

10.2 This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Dealer may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Trader. Trader shall have the right to assign its rights and obligations under this Agreement to any other party at Trader's sole discretion.

10.3 All monetary amounts referred to in this Agreement are given in Canadian dollars.

10.4 Nothing in this Agreement shall be considered to constitute a joint venture, partnership, or trust relationship between the parties. The only relationship that is intended to be created by this Agreement is that of independent contracting parties.

10.5 Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including, but not limited to, "acts of god", acts of war, pandemic, riot, fire, flood, or other disaster, strike, lockout, communication line or power failures. A party shall be excused for delay or failure in performance only during the reasonable duration of the circumstances preventing performance.

10.6 This Agreement can be modified only by written agreement of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of any term or condition to be performed, and either party may invoke any remedy available under the Agreement or by law despite any forbearance or indulgence.

10.7 This Agreement may be executed in one or more counterparts, which, taken together, shall constitute one and the same agreement.

10.8 The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.9 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain valid and in full force and effect. In the event of such partial invalidity, the Parties shall seek in good faith to agree on replacing any such legally invalid provision with a provision which, in effect, will most nearly and fairly approach the effect of the invalid provision.

10.10 This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, proposals, negotiations, representations or warranties of any kind, whether oral or written. No oral or written representation that is not expressly contained in the Agreement is binding on either party.

10.11 The parties have requested that this Agreement be drawn in the English language; *Les signataires confirment leur volonté que la présente convention soit rédigés en anglais.*

10.12 All notices and other communications from Dealer to Trader which must or may be given pursuant to this Agreement will be deemed to have been sufficiently given when delivered by personal service, recognized overnight courier service, or email to the addressee party at the following addresses:

Trader Corporation  
405 The West Mall, Suite 110  
Etobicoke, ON, Canada  
M9C 5J5

email: MSA@trader.ca  
Attention: Trader Sales

or to such other address or person as the addressee party may designate in writing from time to time. Any notification so delivered will be deemed to be effective on the earlier of (a) the date of actual receipt; or (b) if sent by overnight courier service, on the second day following the date presented to the courier service for delivery to the other party; or (c) if sent by email, on the sending date, subject to confirmation of receipt.

10.13 All notices and other communications from Trader to Dealer which must or may be given pursuant to this Agreement will be deemed to have been sufficiently given when sent by email to Dealer at the email address provided by Dealer. Any notification so delivered will be deemed to be effective on the sending date. It is Dealer's responsibility to ensure that the email address is kept current, and is configured properly so as to be available, accessible, and capable of receiving email.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to any conflicts of laws principles.

10.15 In the event of any dispute between the parties arising hereunder, each party will use commercially reasonable efforts to amicably resolve such dispute (through mutual discussion, mutually agreeable mediation or such other dispute resolution process as may be mutually agreed upon) prior to seeking redress through formal legal action. In the event that such efforts are unsuccessful, any disputes arising in connection with this Agreement shall be heard at the Courts in Toronto, Ontario, Canada.

The Dealer has caused this Agreement to be executed by a duly authorized representative, effective as of the Effective Date.

**DEALER:**  
Signature

Date

I have authority to bind the Corporation

# SCHEDULE A

## CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES Agreement

### CONSUMER DISCLOSURE

From time to time, Trader Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Trader Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [MSA@Trader.ca](mailto:MSA@Trader.ca)

**To advise Trader Corporation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [MSA@Trader.ca](mailto:MSA@Trader.ca) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Trader Corporation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [MSA@Trader.ca](mailto:MSA@Trader.ca) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Trader Corporation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [MSA@Trader.ca](mailto:MSA@Trader.ca) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

### Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document;
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access;
- Until or unless I notify Trader Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Trader Corporation during the course of my relationship with you.