

# FUEL<sup>your</sup> DECISIONS

**ADESA Market Guide makes  
pricing vehicles quick and easy**

Don't overbid for a vehicle again. For a \$99 monthly fee,  
you'll have unlimited access to the best data in the industry.

**ADESA Market Guide provides:**  
National pricing data | Market guide averages | Post-sale results

**Make better buying decisions.**  
Talk to your ADESA Sales representative today.

**ADESA<sup>®</sup>**  
**MARKET GUIDE<sup>SM</sup>**

**ADESA<sup>®</sup>.CA**

## WHAT IS THE ADESA MARKET GUIDE?

- Provides national and local post sales results and market guide averages.
- Helps users determine market values.

## HOW DO I SUBSCRIBE TO THE ADESA MARKET GUIDE SERVICE?

- You must complete a registration package which will include:
  - Registration form
  - ADESA Market Guide Agreement
  - EFT form
  - Credit Card Authorization Form

**NOTE:** EFT or Credit Card Authorization form will not be required if the dealership is already registered with EFT or Credit Card with ADESA

- These forms **MUST** be faxed to 1-844-331-4773 or emailed to [adesamarketguidecanada@karglobal.com](mailto:adesamarketguidecanada@karglobal.com)

## HOW MUCH IS THE ADESA MARKET GUIDE SUBSCRIPTION FEE?

- The ADESA Market Guide subscription fee is \$99 plus tax per month.

## WHAT PAYMENT METHODS ARE ACCEPTED?

- The Payment methods accepted are Direct Debit (EFT) or Credit Card.
- If you are not signed up you must complete the EFT Forms or the Credit Card Authorization Form

## WHEN WILL PAYMENT BE WITHDRAWN?

- Payment will be processed within 2 business days of the 15th of every month.
- Customers will receive a statement via email.

## CAN I CANCEL MY ADESA MARKET GUIDE SUBSCRIPTION AT ANY TIME?

- Yes. Subscriptions must be canceled before the billing date to avoid being charged for the next month.

## WHO AT THE DEALERSHIP WILL HAVE ACCESS TO THE ADESA MARKET GUIDE?

- This subscription-based service is provided at a dealership level and all active users under that dealership will have access.

## HOW DO I RECEIVE A FREE SUBSCRIPTION?

- By buying or selling a combination of 50 or more vehicles per year with ADESA Canada.

## WILL I BE NOTIFIED ONCE I ACHIEVE THE 50 VEHICLE THRESHOLD?

- Yes. You will be notified via email or phone.
- All buying and selling activities will be updated on a monthly basis.

## WHY IS THE ADESA MARKET GUIDE MOVING TO A SUBSCRIPTION-BASED SERVICE?

- To allow ADESA to invest in making ADESA Market Guide Canada's most accurate data.

## FOR MORE INFORMATION

For more information, please visit [ADESA.ca](http://ADESA.ca) or contact your local ADESA auction.

## QUESTIONS?

**CALL:** Customer Connection at 888-260-4604

**EMAIL:** [adesamarketguidecanada@karglobal.com](mailto:adesamarketguidecanada@karglobal.com)

**CHAT:** Live on [www.ADESA.ca](http://www.ADESA.ca)

**Exhibit A**

Please complete in full and fax or email a completed copy to 1-844-331-4773 or [adesamarketguidecanada@karglobal.com](mailto:adesamarketguidecanada@karglobal.com).

**YOUR DEALERSHIP INFORMATION**

Dealership Legal Name					
Dealership Auction Access #					
Address					
City			Postal Code		
Province					
Contact Name					
Email					
Phone		Alt. Phone		Fax	
Preferred Language					

**YOUR DEALERSHIP BILLING CONTACT INFORMATION**

Dealership Legal Name					
Contact Name					
Title					
Email					
Phone		Alt. Phone		Fax	

## ADESA MARKET GUIDE SUBSCRIPTION AGREEMENT

This ADESA Market Guide Subscription Agreement is between ADESA Auctions Canada Corporation with offices at 370 King Street West, Toronto, Ontario M5V 1J9 ("**ADESA**") and the customer signing below ("**Customer**"). This agreement will be effective on the last date that it is signed by ADESA (the "**Effective Date**").

### RECITALS

- A. ADESA makes available to certain of its customers a subscription based vehicle wholesale pricing tool which includes national vehicle pricing data, market guide averages, and post sales results (the "**ADESA Market Guide**").
- B. Customer wishes to access and use the ADESA Market Guide and ADESA is willing to make the ADESA Market Guide available to Customer, all on the terms and conditions of this agreement.

### 1. Access Rights

- 1.1. Subject to the terms and conditions of this agreement, ADESA hereby grants to Customer a non-exclusive, revocable, non-transferable, limited right and license to access and use the ADESA Market Guide in Canada during the term of this agreement solely for Customer's internal business purposes.
- 1.2. Customer's rights to access and use the ADESA Market Guide are limited to those expressly granted in Section 1.1 above. ADESA and its licensors reserve all rights and licenses in and to ADESA Market Guide not expressly granted to Customer herein. Customer agrees that it shall not, and shall not permit or enable any third party, to: (i) copy, use, or provide any third party with access to the ADESA Market Guide for any purpose other than that expressly permitted by Section 1.1 above; (ii) modify the ADESA Market Guide; or (iv) rent, lease, or provide access to the ADESA Market Guide on a time-share or service bureau basis.
- 1.3. As between Customer and ADESA, the parties agree that ADESA owns all right, title, and interest in and to the ADESA Market Guide and any related intellectual property. Except as otherwise expressly set forth herein, nothing contained in this agreement will be interpreted to convey to Customer, or to any other third party any right, title or interest in or to the ADESA Market Guide or any data or other content contained therein.

### 2. Fees and Payment

- 2.1. Customer will pay to ADESA a monthly fee of \$99.00 plus applicable taxes (the "**Monthly Fee**") on or before the fifteenth day of each month during the term of this agreement for each dealership or business location of Customer. The Monthly Fee is not pro-rated for partial months. ADESA may increase the Monthly Fee on fifteen (15) days' notice to Customer.
- 2.2. By Signing this agreement, Customer hereby authorizes ADESA to use customer's current EFT (Electronic Funds Transfer) or Credit Card information on file with ADESA for the payment of the Monthly Fees. If customer has not signed up for EFT or Credit Card, Customer shall do so by completing the required forms. Customer hereby authorizes ADESA to process payment of an amount equal to the Monthly Fees within 2 business days of the 15th of every month.
- 2.3. Customer shall pay interest on overdue amounts at the lesser of the maximum legal rate of interest or the rate of 18% per year (1.38% per month) and will reimburse ADESA for costs of collections including reasonable attorney fees. ADESA shall have the right to suspend or terminate Customer's access to the ADESA Market Guide if Customer fails to make payments in accordance with the terms of this agreement.

### 3. Term and Termination

- 3.1. This agreement will be effective from the Effective Date for the remainder of the month and shall automatically renew for subsequent months until terminated in accordance with sections 3.2.
- 3.2. Either party may terminate this agreement on ten (10) days' written notice to the other party. ADESA may immediately terminate this Agreement if: (i) Customer commits a breach of any material obligation of this agreement; (ii) Customer is in default of any covenant or condition contained herein; (iii) ADESA reasonably believes that Customer is or is likely to become unable to pay its debts when due; (iv) Customer ceases to be a registered

ADESA customer; (iv) Customer's auction privileges at ADESA are permanently or temporarily suspended; or (v) ADESA reasonably believes that Customer has used the ADESA Market Guide in a manner that violates this agreement or that is likely to cause harm to ADESA. Sections 4 and 5 shall survive the termination of this agreement.

#### 4. Risk Management

- 4.1. *Limited Warranty.* Each party represents and warrants to the other that: (i) it has the complete power and authority to enter into this agreement, and to perform its obligations hereunder; and (ii) it shall comply with all applicable federal, provincial, and local laws, rules, regulations, codes, statutes, ordinances, and orders of any governmental or regulatory authority.
- 4.2. *Disclaimer.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADESA MARKET GUIDE IS PROVIDED "AS IS", AND WITHOUT WARRANTY OF ANY KIND. ADESA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR RELIABILITY OF ADESA MARKET GUIDE OR ANY DATA CONTAINED THEREIN. ADESA MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 4.3. *Indemnification.* Customer shall indemnify, defend, and hold harmless ADESA and its affiliates and their respective officers, directors, employees and representatives (collectively, the "**ADESA Parties**") from and against any and all claims which may arise out of Customer's use of ADESA Confidential Information. Customer shall indemnify, defend, and hold harmless the ADESA Parties from and against any and all claims relating to or incident to Customer's breach of its obligations under this Agreement.
- 4.4. *LIMITATION OF LIABILITY.* THE ADESA PARTIES SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR ACCESS TO THE ADESA MARKET GUIDE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE FOREGOING, ADESA'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

#### 5. Confidentiality

- 5.1. *Confidential Information.* For the purposes of this agreement, "**Confidential Information**" means any technical, business, or personally identifiable information disclosed by one party to the other that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as a "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary. For the purposes of this Agreement, the ADESA Market Guide and all related data and content shall be considered ADESA Confidential Information.
- 5.2. *Exclusions.* Confidential Information will not include information that: (i) is now or thereafter becomes generally known or available to the public, without breach of this agreement by the receiving party; (ii) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure; (iii) is thereafter rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party; or (v) is disclosed with the prior written consent of the disclosing party.
- 5.3. *Restrictions on Use and Disclosure.* Each party agrees to maintain the other party's Confidential Information in confidence using at least the same degree of care to protect such Confidential Information as it uses for its own information of similar importance, but in all events at least a reasonable degree of care. Each party agrees not to use the other party's Confidential Information for any purpose except as necessary for the performance of this Agreement. Each party agrees not to disclose the other party's Confidential Information to any person except to its

employees and consultants who have a bona fide need to know such Confidential Information for the performance of this Agreement; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of such Confidential Information as those set forth in this Agreement. The provisions of this Section 5.3 will not restrict a party from disclosing the other party's Confidential Information to the extent required by law or regulation, provided that the party required to make such disclosure uses reasonable efforts, as allowed by law, to give the other party reasonable advance notice of such required disclosure in order to enable the other party to prevent or limit such disclosure. The obligations set forth in this Section 5 will survive termination or expiration of this Agreement.

## 6. General Provisions

Customer will not have the right to assign or transfer any of its rights or to delegate any of its duties under this agreement without the prior written consent of ADESA. Any attempted assignment or transfer without such consent will be void and will, at the option of ADESA, automatically terminate all rights of Customer under this agreement. This Agreement will be governed by, interpreted under, construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals from them. The parties have agreed that the governing language for this Agreement shall be English, regardless of whether there is any current or future translation of this Agreement and regardless of whether multiple language versions of this Agreement have been executed. All documents and communications contemplated thereby or relating thereto be drawn up in the English language. Les parties confirment avoir requis que cet accord, ainsi que tous les documents et communications qui y sont relatifs soient rédigés en anglais. Any notice required or permitted to be given in accordance with this agreement shall be effective if it is in writing and sent by certified or registered mail, national courier, return receipt requested, to ADESA at the addresses on the first page of this agreement or to Customer at the address for Customer in AuctionAccess. The waiver by either party of any breach of any provision of this agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this agreement shall not be a waiver of such party's right to demand strict compliance in the future, nor shall the same be construed as a novation of this agreement. This agreement, including all exhibits and amendments, is the final and complete expression of the agreement between these parties regarding the subject matter of this agreement. The parties may sign this Agreement in counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

The parties are signing this agreement on the dates indicated below.

	ADESA Auctions Canada Corporation
_____ <i>Customer Full Legal Name</i>	
_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Name &amp; Title</i>	_____ <i>Name &amp; Title</i>
_____ <i>Date</i>	_____ <i>Date</i>
_____ <i>Auction Access No.</i>	



# ELECTRONIC FUNDS TRANSFER AUTHORIZATION



**ADESA AUCTIONS CANADA CORPORATION, ADESA MONTREAL CORPORATION, ADESA QUEBEC CORPORATION, OPENLANE CANADA, INC. (collectively, "ADESA") and Nth Gen Software, Inc. ("TradeRev")**

Please complete, sign and date this registration form to add Electronic Funds Transfer ("EFT") via Automated Clearing House ("ACH") as your preferred payment method for transactions using the auction services of ADESA and/or TradeRev (collectively, "Auction"). Sign the completed form and email it with a void cheque to [efformscanada@karglobal.com](mailto:efformscanada@karglobal.com).

**Attach a VOID cheque or Bank Letter.**

Print Full Legal Name (and Business/Operating Name if different than Legal Name)

## PLEASE CHECK ALL THAT APPLY

(if you buy and sell vehicles on the system then please choose both)

**BUYERS** I authorize Auction to initiate debit entries to the account below for the payment of (i) the vehicle purchase price plus applicable taxes and fees (the "Purchase Price") for any vehicles purchased by Customer from time to time through Auction; and (ii) the invoice amount (the "Invoice Amount") owed by Customer from time to time to Auction. For vehicles purchased, the debit amount shall equal the Purchase Price and the account shall be debited on the vehicle sale date (the "Sale Date") as set out in the applicable bill of sale or confirmation of sale and which shall constitute the Customer's authority to Auction to debit the above noted account for the Purchase Price on the Sale Date. For Invoice Amounts, the account shall be debited on the transaction date (the "Transaction Date") as set out in the applicable invoice, settlement statement or other document confirming the applicable Invoice Amount and which shall constitute the Customer's authority to Auction to debit the above noted account for the Invoice Amount on the Transaction Date. You agree that if any debit is dishonoured by your financial institution for any reason, Auction is entitled to issue another debit in substitution for the dishonoured debit.

**SELLERS** I authorize Auction to initiate credits to the account below for the delivery of the net purchase price (vehicle purchase price less applicable fees) for any vehicles SOLD by the Customer, and if necessary, to debit entries for amounts deposited electronically in error or Invoice Amounts for cancelled or voided sales. EFT direct payment is not available for all sellers with respect to ADESA auction vehicle sales. For Invoice Amounts, the account shall be debited on the Transaction Date as set out in the applicable invoice, settlement statement or other document confirming the applicable Invoice Amount and which shall constitute the Customer's authority to Auction to debit the above noted account for the Invoice Amount on the Transaction Date. You agree that if any debit is dishonoured by your financial institution for any reason, Auction is entitled to issue another debit in substitution for the dishonoured debit.

The debit entries to be made under this Authorization are for business purposes.

Seller Email (for ACH disbursement report):

## Bank Information

Indicate the account where we should withdraw payment for vehicles purchased and deposit funds for vehicles sold for Vehicle Purchases.

Name of Depository Bank

Bank Account #

Bank Address

Bank Transit #

City & Province

Financial Institution #

**BANK** 001

PAY TO THE ORDER OF \$

001\* 12345 123 1234 1234567\*

Cheque Number Branch Number Institution Number Account Number

This Authorization is to remain in full force and effect until Auction has received written notification from you of its change or termination. You may cancel this Authorization upon 15 days written notice. You may obtain a sample cancellation form or more information on your right to cancel this Authorization at your financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca)

The customer has certain recourse rights if any debit does not comply with this Authority. For example, the customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authority. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

**You understand that Auction will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn from the above noted account under this Authorization.**

Authorized Customer Signature

Title

Print Name

Date

COMPLETE AND EMAIL TO: creditcardformscanada@karglobal.com

**CUSTOMER INFORMATION:**

DEALERSHIP NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
NAME: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_ AUCTION ACCESS: \_\_\_\_\_

**PAYMENT PURPOSE:**

Please note that Credit Card is not an acceptable payment method for vehicle purchases. In addition, for any recurring service billings your authorization will remain in full force and effect until we receive written notification from you of its change or termination.

- ☐ INVOICE # \_\_\_\_\_  
☐ VIN (Vehicle Identification Number) \_\_\_\_\_  
☐ ADESA Market Guide/AMG (Recurring Monthly Billing - An Authorization check will be completed at the time of set-up)  
☐ OTHER (SPECIFY) \_\_\_\_\_

Do you authorize ADESA Canada to securely store your credit card information on the secure payment gateway for future transactions (mandatory for recurring service billings)? (Y/N) \_\_\_\_\_

**CREDIT CARD INFORMATION:**

*All of the below sections are mandatory and must be provided to process your transaction.*

CREDIT CARD TYPE (VISA/Master Card/AMERICANEXPRESS/DISCOVER) \_\_\_\_\_  
CARD NUMBER (Last 4 digits only) \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_  
SECURITY CODE \_\_\_\_\_ AUTHORIZED AMOUNT (NOT TO EXCEED \$1,500) \_\_\_\_\_  
NAME AS IT APPEARS ON CARD \_\_\_\_\_  
CARD BILLING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE/PROVINCE \_\_\_\_\_  
ZIP/POSTAL CODE \_\_\_\_\_ COUNTRY \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Once this form is received by ADESA CANADA, the Accounting team at ADESA Canada will call you to retrieve the full credit card number on a secure telephone line. Please **do not** include your full credit card number on this form. Please only provide the last 4 digits.

Please provide a direct contact number for this purpose \_\_\_\_\_.