

This Registration Agreement, along with the exhibits hereto (collectively, the "Registration Agreement" or the "Agreement") is entered into as of the date signed below by and between OPENLANE Inc., a Delaware corporation ("OPENLANE") and an entity whose primary business is selling motor vehicles ("Dealer") or an entity whose primary business is something other than selling motor vehicles ("Non-Dealer Consignor") below (in either case, the "Eligible Participant"). Upon completion, please fax Agreement, including: (i) Exhibit A (Additional Conditions), (ii) Exhibit B (Joint Election) and (iii) a copy of dealer licence to 416-646-3016 or send to email registrationscanada@openlane.com. We will contact you shortly with user ID(s) and password(s). Thank you for using OPENLANE!

**\*\*\* Include copy of valid and current dealer licence \*\*\***

### SECTION I. ELIGIBLE PARTICIPANT INFORMATION

<b>Type of Entity</b> (check one)		<input type="checkbox"/> Motor Vehicle Dealer	<input type="checkbox"/> Consignor other than Dealer
<b>If Dealer</b> (check one)	<b>If Dealer, Total Retail + Wholesale Used Car volume/month</b> (check one)	<b>If Non-Dealer Consignor</b> (check one)	<b>Business Entity</b> (check one)
<input type="checkbox"/> Mfg Franchise Store	<input type="checkbox"/> More than 100	<input type="checkbox"/> Financial Institution	<input type="checkbox"/> Corporation
<input type="checkbox"/> Other Franchise	<input type="checkbox"/> 50-100	<input type="checkbox"/> Fleet Company	<input type="checkbox"/> LLC
<input type="checkbox"/> Independent	<input type="checkbox"/> Less than 50	<input type="checkbox"/> Other	<input type="checkbox"/> Other
<b>Name of Dealer or Non-Dealer Consignor</b> (print full legal name of entity)			
Province or Country of Incorporation			
DBA Name (if any)			
Dealer Code (if applicable)			
<b>Dealer's AuctionACCESS #</b>		<b>Adesa Home Auction Location</b>	

AuctionACCESS membership simplifies the registration at participating Wholesale auctions and Online channels in North America. **OPENLANE's Dealer registration requires a valid AuctionACCESS membership.** Please visit <https://www.AuctionACCESS.com/aadc/views/overviewPage.do> to learn more about enrolling your Dealership with AuctionACCESS.

Mfg. Franchise(s) (if New Car Mfg Franchise Store): \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ PC: \_\_\_\_\_

Billing Address (if different): \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ PC: \_\_\_\_\_

Primary Billing Contact (Full Legal Name of Person): \_\_\_\_\_ R.I.N. No. \_\_\_\_\_

P.S.T./Q.S.T. No. \_\_\_\_\_ G.S.T. No. \_\_\_\_\_ H.S.T. No. \_\_\_\_\_

Direct Telephone: \_\_\_\_\_ Direct Fax: \_\_\_\_\_ Direct Email: \_\_\_\_\_

Website address: \_\_\_\_\_

### AUTHORIZED USERS

Please complete the Authorized Users table by filling in the names and business contact information of those individuals, whom the Eligible Participant authorizes to access the OPENLANE.ca online auction (the "Auction") on Eligible Participant's behalf. **Also enclose a current and valid copy of each authorized user's OMVIC Salesperson licence** (Ontario Dealers only).

	Authorized User #1	Authorized User #2	Authorized User #3
Person's Full Legal Name			
Rep's AuctionACCESS #			
Date of Birth			
Title			
Email Address			
Office Phone			
Cell Phone			
Fax number			
OMVIC Salesperson Licence #			
Assigned OPENLANE Representative			
Authorization (check all that apply)	<input type="checkbox"/> Buy (Dealers Only) <input type="checkbox"/> List and Sell	<input type="checkbox"/> Buy (Dealers Only) <input type="checkbox"/> List and Sell	<input type="checkbox"/> Buy (Dealers Only) <input type="checkbox"/> List and Sell

The above List of Authorized Users contains a full and complete list of the individuals (each, an "Authorized User") who are authorized to list, sell and/or purchase Vehicles and otherwise act on Eligible Participant's behalf in connection with the Auction as of the date of this Agreement. By executing below, Eligible Participant agrees to abide by all the terms of this Registration Agreement, including Exhibit A hereto and the Terms of Use.

Signature of GM/Principal/Controller or other authorized finance personnel: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Legal Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Exhibit A (Additional Provisions)

The parties agree as follows:

- Access to Auction; Authorized Users.** Eligible Participant agrees that the use of the Auction and all transactions conducted through the Auction are conducted on Eligible Participant's behalf by the Authorized User(s). Eligible Participant is liable for all the actions, omissions and any failure to act of its Authorized Users, including any third parties it designates as Authorized Users. Eligible Participant is responsible for all actions carried out by anyone using a user identification code and password issued to an Authorized User registered by Eligible Participant. Eligible Participant will notify OPENLANE immediately of any unauthorized disclosure or use of a user identification code or password.
- Terms of Use.** Eligible Participant understands and agrees that Eligible Participant is bound by the terms of use contained on OPENLANE's web site [www.openlane.ca](http://www.openlane.ca) (the "Terms of Use"), as such Terms of Use may be amended from time to time by OPENLANE. The Terms of Use is part of this Agreement and is in full force and effect as though fully incorporated in this Agreement. By executing this Agreement, Eligible Participant will become an "Eligible Participant" under the Terms of Use.
- Conducting Business.** So long as OPENLANE has no actual knowledge to the contrary regarding the authority of Eligible Participant or any Authorized User or other person purported to be an agent of Eligible Participant, OPENLANE: (i) may rely and act upon any purported signature of, and/or oral, written, electronic or other communication in connection with the Auction purportedly sent by Eligible Participant and/or any Authorized User or person purported to be an agent of Eligible Participant, and (ii) has no obligation to scrutinize, inquire, or confirm any signature or communication with Eligible Participant, any Authorized User or other person purported to be an agent of Eligible Participant. OPENLANE may conduct business with Eligible Participant through the (nonexclusive) use of electronic, computer, digital, or other paperless means, including the good faith reliance on electronic mail, facsimile transmittal, telephonic or other usual and regular forms of communication without confirmation or authentication of the communication by receipt of an original signature, document, paper or otherwise.
- Payment Method.** Dealer elects to make payments in connection with Vehicle purchases through the Auction through the payment method(s) set forth on the Payment Method and/or Floor Plan Payment Method form(s). If Dealer elects to pay by cheque, Dealer hereby authorizes OPENLANE to run credit checks and/or bank checks on Dealer as OPENLANE deems reasonably necessary, and hereby authorizes the bank or financial institution listed on the Payment Method form to verify the bank information listed on Electronic Funds Transfer (EFT) form by dealer and return it directly to OPENLANE promptly after reasonable request by OPENLANE during the term of this Agreement.
- Security.** To secure payment and performance of all present and future obligations owed to OPENLANE by Dealer in connection with the Auction (the "Auction Obligation"), Dealer hereby grants OPENLANE a security interest in each Vehicle purchased through the Auction ("Collateral") until the full purchase price of the Vehicle has been irrevocably paid. Upon Dealer's default as to any Auction Obligation, and in addition to all other rights and remedies provided by law, OPENLANE has the remedies of a secured party.
- Power of Attorney.** Eligible Participant hereby appoints OPENLANE and its designee as its lawful attorney in fact, to act in its name and on its behalf, for the purpose of: (i) completing and executing transfer of ownership documents, (ii) acting on the direction of Authorized Users in connection with the Auction, and (iii) otherwise performing services hereunder at the request of Eligible Participant, including but not limited to creating vehicle detail pages and/or releasing Vehicles into the Auction on behalf of Eligible Participant (subject to prior approval by OPENLANE). OPENLANE's liability for all services performed, whether at the request of Eligible Participant or not, is limited as provided under the Terms of Use. Unless otherwise directed in writing by Eligible Participant, in executing transfer of ownership documents on behalf of Eligible Participant, OPENLANE and its designees are directed to enter the mileage reading as shown on the photograph of the odometer/dashboard of each Vehicle or as otherwise directed in writing by Eligible Participant as the true and correct mileage of such Vehicle. Eligible Participant represents that any such instructions regarding mileage and any other vehicle listing criteria from Eligible Participant are true and correct.
- Third Party Service Providers.** OPENLANE may from time to time introduce various third party service providers to Eligible Participant as a convenience only to Eligible Participant. Eligible Participant may at Eligible Participant's sole discretion engage such third party service providers to provide, among other things, listing services, inspection services and/or transportation services. These third parties may receive a fee from OPENLANE in certain circumstances. OPENLANE does not make any representations or warranties regarding the qualifications or performance of these third party service providers. As between Eligible Participant, on the one hand, and OPENLANE, on the other hand, Eligible Participant remains responsible for complying with all aspects of the Terms of Use (including obligations with regard to complete and accurate Vehicle disclosures and transportation of Vehicles) despite the use of any third party service provider. Eligible Participant may appoint an entity third party service provider to act on its behalf in connection with some aspect of the Auction by completing, signing and returning the appropriate forms on the [OPENLANE.ca](http://OPENLANE.ca) website.
- Governing Language.** 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.
- Miscellaneous.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and will be treated in all respects as an Ontario contract, with regard to the conflicts of laws. Subject to the provisions of the Terms of Use regarding purchase disputes, Eligible Participant hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. Notice under this Agreement will be deemed given by one party when personally delivered or sent by overnight courier, facsimile, or certified or registered mail to the addresses in this Agreement and will be effective upon receipt. Except as provided in Section 2, this Agreement may not be modified except by a writing signed by both parties. This Agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument. The terms and conditions herein contained, including the Terms of Use and all schedules and exhibits hereto, constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to this subject matter. The parties to this Agreement are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Each party agrees to comply with all applicable laws and regulations with respect to its activities under this Agreement. In the event of any suit, action or arbitration hereunder, the prevailing party will be entitled to receive reimbursement of the costs of such suit, action or arbitration, including court costs and attorneys' fees. Eligible Participant may not transfer or assign this Agreement without OPENLANE's prior written consent. Either party may terminate this Agreement upon prior written notice to the other party; however payment and indemnification obligations will survive the termination of this Agreement.

**ELIGIBLE PARTICIPANT INITIALS:** \_\_\_\_\_ (This form to be initialed and return with signed Registration Agreement)

## Exhibit B

### JOINT ELECTION OF AUCTIONEER AND VEHICLE OWNER

In order to sell vehicles through OPENLANE and in accordance with Canada Revenue Agency's regulation, OPENLANE requires the vehicle owner (principal) to complete this form. Through this joint election, the seller agrees to be responsible for remitting the GST/HST tax on sales of vehicles sold through OPENLANE online auctions.

<b>Part A – Identification of principal (Vehicle Owner) (must be a GST/HST registrant)</b>															
Legal name:	Business Number														
DBA/Trading Name:										R	T				
<b>Part B – Identification of auctioneer (must be a GST/HST registrant)</b>															
Legal name:	Business Number														
OPENLANE Canada Inc.	8	6	4	8	6	7	4	3	7	R	T	0	0	0	1
<b>Part C – Eligibility</b>															
Describe the property to which this election applies (Any additional information can be attached on a separate sheet.) Sales of used vehicles owned by Seller through the OPENLANE.ca online wholesale auction.															
<b>Answer the two questions below by ticking the appropriate box.</b>															
1. Is the property described above prescribed property?											_X_ Yes				
2. Would the sale of the property described above be taxable if it was made by the vehicle owner?											_X_ Yes				
We answered yes to both questions, and we jointly elect for the vehicle seller to account for the GST/HST on taxable sales of used vehicles described above instead of the auctioneer. We understand that the election is in effect for each day of the duration we indicate below that 90% or more of the proceeds from the auctioneer's sales on the vehicle owner's behalf are attributable to sales of used vehicles to which this election applies. If there is a day during the duration that this 90% test, or any of the other requirements of Part C, is not satisfied, the election does not apply <b>for that day</b> .															
<b>Indicate the duration of this election (check one box only):</b>															
<input type="checkbox"/> One day:                      Date: _____															
<input checked="" type="checkbox"/> Indefinite period:        From: The date of execution below															
<input type="checkbox"/> Specified period:        From: _____ to _____															
<b>Part D – Certification of election by principal (vehicle owner)</b>															
I, _____, certify that the information given on this form and in any attached documents is, to the best of my (PRINT FULL LEGAL NAME OF VEHICLE OWNER) knowledge, true, correct, and complete in every respect, and that I am the vehicle owner or that I am authorized to sign on behalf of the vehicle owner.															
Signature of vehicle owner or authorized person										Year		Month		Day	
<b>Part E – Certification of election by auctioneer — OPENLANE internal use only</b>															
I, _____, certify that the information given on this form and in any attached documents is, to the best of my (print) knowledge, true, correct, and complete in every respect, and that I am the auctioneer or that I am authorized to sign on behalf of the auctioneer.															
Signature of vehicle owner or authorized person										Year		Month		Day	