

PRIVATE SELLER AGREEMENT

This Marketplace Seller Agreement is between Finance That, a company incorporated pursuant to the terms of the Province of Ontario, and operates online platforms for the purchase and sale of vehicles, allowing private sellers the opportunity to list vehicles for sale directly to customers through its online platform and other online platforms such as Facebook Marketplace and Kijji and other similar online sales platform.

Seller wishes to sell their vehicles through Finance That's online ecommerce platforms and the Seller hereby agrees that by registering for and using any of Finance That's online platforms, you, as a Seller, expressly agree to be bound by the following terms and conditions, as may be updated and amended by Finance That. Any amendments to this Agreement shall become effective and binding on the Seller as soon as the amendments have been published Finance That on their online platform or website. This Agreement contains the terms and conditions that govern the Seller's access to, and use of, the Finance That's platform and is an agreement between the Seller and Finance That.

The parties therefore agree as follows:

Definitions:

"Seller" – Any individual or company holds title or ownership of the vehicle and wishes to sell their vehicle.

"Purchaser" – Any individual or company who agrees to pay the agreed upon price to the Seller for the vehicle.

"Vehicle" - includes but it is not limited an automobile, a motorcycle, a motor-assisted bicycle, a power-assisted bicycle, ATV's, a motorized snow vehicle, a farm tractor, backhoe, excavators, bulldozers, graders, loaders, forklifts, cranes, dump trucks, trailers, RV's, boats. The Lender may from time to time expand this definition in its sole discretion.

1.Seller Content and Product Listing:

1.1 The Seller shall only list those vehicles that are owned by the Seller meaning that ownership shall rest solely with the Seller and cannot list or sell for any third party. The Seller shall only list those vehicles to which he/she/it holds good, valid and marketable title that can be transferred up the completion of a transaction. The Seller shall further disclose the true mechanical state of the vehicle and any encumbrances against it including but not limited to any liens, personal property

security registrations and other claims that could affect title. Finance That cannot and shall not be held liable for any acts or omissions of the Seller

1.2 Finance That becomes the owner of the vehicle upon a sale. Within 24 hours after a confirmed sale, the Seller shall via direct or overnight courier send to Finance That the ownership of the vehicle signed by the Seller and provide a tracking number to Finance That. The courier is to be sent to 7935 Yonge Street, Innisfil Ontario L9S 1L1.

1.3 The listing for the vehicle shall be truthful and accurate and the Seller shall not post any incorrect or misleading information about the vehicle and at all times the Seller is solely responsible for the information contained in the posting. The Seller shall not at any time engage in any deceptive sales practice.

1.4 The Seller specifically agrees to comply with all Federal, Provincial, Municipal laws, rules and regulations with respect to the transaction and shall inform themselves about an applicable rules, restrictions, laws, policies and procedures specific to the jurisdiction of the sale transaction.

1.5 The Seller specifically acknowledges and agrees that it shall not promote or list for sale any vehicles that may restricted according to any applicable rules, restrictions, laws, policies and procedures specific to the jurisdiction of the sale transaction.

1.6 The Seller is responsible for updating and/or modifying the information for the vehicle listing to ensure that it is at all times factually correct and is responsible for setting its own selling price for the vehicles.

1.7 All listings are subject to the approval of Finance That and the posting or removal of a listing is within the sole discretion of Finance That and may be listed or removed for any reason.

2. TAXES AND DUTIES

2.1 The Seller is solely responsible for the collection and remittance of any taxes, duties, or fees arising out the sale and based on the jurisdiction of the transaction. Finance That is not responsible for same at any time.

3. THE SALE

3.1 Upon the sale of a vehicle on the Finance That platform, the Seller will receive notification via email or text message notifying them the vehicle has been sold and payment will be received by them within 24 hours.

3.2 Upon a purchaser agreeing to purchase the vehicle, the vehicle is deemed to be sold and the vehicle shall be immediately released to Finance That along with the ownership or as they may direct upon the Seller receiving the notification of sale.

3.3 Once a sale is confirmed the Seller cannot for any reason not sell the vehicle to the Purchase and shall provide the vehicle along with an executed ownership, bill of sale if required, ownership or warranty manuals and, any other any documentation that may be required to effect the sale.

3.4 The Seller shall not contact or solicit the Purchaser for the purposes of arranging any other type of payment from the Purchaser other than through Finance That.

3.5 Any breach of any provision in this section shall result in fine and penalties for the Seller not to exceed \$5000. Any such fines and penalties shall be paid within 30 days from being issued. Any payments not paid within 30 days shall be collected from the Purchaser through any legal remedies available to Finance That to collect and enforce payment including but not limited to collections, legal proceedings and enforcement.

3.6 The Seller shall immediately within 24 hours remove their listing upon the sale of the vehicle.

3.7 In the event a Seller releases the vehicle to the Purchaser without first receiving payment from Finance That, then Finance That shall not be responsible for any payment to the Seller and the Seller is responsible for any losses that may be incurred as a result. The Seller is still responsible for payment of the 5% fee charged by Finance That. The vehicle is only to be released upon notification by email or text message directly from Finance That.

3.8 All sales are final and there are no refunds for any reason whatsoever.

3.9 The Seller shall make the vehicle available to Finance That or any third party that may direct for the purposes of taking possession. From time to time the Purchaser may wish arrange their own means of taking the possession of the vehicle and the Seller shall make the vehicle available for same.

4. FEES & DEDUCTIONS

4.1 Finance That shall be entitled to deduct a fee of 5% of the total sale price of the

vehicle exclusive of taxes, duties and fees for every listing that sells from the Finance That platform. The 5% fee will be automatically deducted and reflected on the payout. The Seller will receive funds less this 5% fee.

4.2 In the event that there are any encumbrances on the vehicle of any sort that are to be paid out in order to transfer the vehicle to the Purchaser, Finance That may pay it out provided the amount and the existence of the encumbrance has been disclosed to Finance That prior to the sale. The cost of searches or anything related to the encumbrance shall be deducted from the final amount owing to the Seller in addition to the 5% fee. If Finance That makes any such payment it shall be deduct it from the funds payable to the Seller and the Seller will receive any funds, if any, after such deduction.

5. OTHER

5.1 The Seller shall at all times act in accordance with the obligations as set out in this agreement and breach of any provision shall entitled Finance That to terminate any listings of the Seller either on a temporary or permanent basis.

5.2 The Seller shall furnish any information that Finance That may require in order to effect the sale of a vehicle. Finance That may conduct any

5.3 The Seller acknowledges that he/she/it shall indemnify and hold harmless Finance That from any suits, complaints, proceedings, and damages caused or arising as a result of the breach of this agreement, breach of any applicable laws, the listing and posting and the sale of the vehicle howsoever caused.

5.4 This Agreement starts when Seller registers on a Marketplace and continues until terminated by a party.

5.5 Seller may terminate this agreement prior to any sale of a vehicle on 48 hours notice to Finance That via email. Finance That shall have the right to terminate this agreement at any time for any reason and without notice to the Seller.

5.6 Upon termination, any rights or obligations of a party with respect to any outstanding sale transaction (including fulfillment and returns) will survive until completed. Any termination of this agreement will be without prejudice to the rights of either party against the other with respect to any claim, right, or obligation arising before the termination. Any obligations of the Parties relating to limitations on liability, confidentiality and indemnification, as well as any other obligations under this Agreement that by their nature are intended to survive, including any payment or

customer service obligations in connection with the sale of the vehicle hereunder, will survive termination of this Agreement.

5.7 The Seller by posting a listing agrees to all of the terms herein and shall at all times comply with them.

5.8 This agreement shall at all time be governed by the laws of the Province of Ontario.

5.9 The Seller acknowledges that Finance That will obtain personal and other information of the Seller which it will hold in accordance with its privacy policy which the Seller acknowledges having read and understood.

5.10 The Seller confirms that he/she/it understands all of the provisions contained herein and accepts same.