EDEALER INC.

Experts in Online Car Sales

ADDENDUM TO MAIN SERVICES AGREEMENT

EDeal Terms

Addendum Reference No. DR-DEP-2026-01

This EDeal Terms Addendum ("**EDeal Addendum**") is entered into as of the date last signed below (the "**Addendum Effective Date**") and supplements, and is incorporated into, the EDealer Inc. Main Services Agreement (last updated July 26, 2022) (the "**MSA**") between **EDealer Inc.** ("**EDealer**") and the undersigned dealer entity ("**Customer**"). Capitalised terms not otherwise defined herein have the meanings given to them in the MSA. In the event of any conflict between this EDeal Addendum and the MSA, this EDeal Addendum shall control solely with respect to the subject matter herein.

WHEREAS, EDealer has developed a EDeal product (the "**ED Tool**") that may be made available through the Customer's website (or, in certain circumstances, and upon an agreement between the Customer and EDealer, otherwise) and that enables End-Users to place a refundable deposit to reserve a vehicle, and initiate an application for financing with a third-party financing source arranged by the Customer; and

WHEREAS, the parties wish to set out their respective rights and obligations with respect to the deposit and credit-application functionality and other features made available through the ED Tool;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

"**End-User**" means an end-user who interacts with the ED Tool (whether through the Customer's website or otherwise).

"**Credit Application**" means the functionality within the ED Tool that enables an End-User to initiate, complete and submit an application for financing to a Financing Provider.

"**Deposit**" means a temporary, pre-authorised hold placed on an End-User's payment card through the ED Tool to reserve a specific vehicle in the Customer's inventory.

"**Deposit Amount**" means the dollar value of the Deposit, as configured by the Customer within the ED Tool.

"**Deposit Window**" means the seven (7) calendar-day period commencing at the date and time an End-User's Deposit is successfully authorised.

“**Financing Provider**” means any third-party financial institution, lender or other financing source selected, arranged and engaged by the Customer to receive or act on a Credit Application. EDealer is not a party to, and has no relationship, agreement or arrangement with, any Financing Provider.

“**Personal Information**” means information about an identifiable individual (including an End-User) collected through the ED Tool, such as an End-User’s name, email address, telephone number and trade-in details. For clarity, Personal Information is not Customer Data under the MSA.

“**Privacy Laws**” means all privacy and personal-information protection laws applicable to the handling of Personal Information through the ED Tool, including, in Canada, the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and applicable provincial privacy legislation (including Quebec’s Law 25), in each case as amended.

“**Stripe**” means Stripe, Inc. and its affiliates, the third-party payment processing platform.

“**Stripe Account**” means the Customer’s own, separately established merchant account with Stripe.

“**ED Tool**” has the meaning given in the preamble to this EDeal Addendum.

2. STRIPE PAYMENT INTEGRATION – SCOPE AND LIMITATIONS

2.1 Pass-Through Integration

EDealer provides a technical integration between the ED Tool and Stripe solely to facilitate the authorisation and capture (or release) of Deposits on behalf of the Customer. EDealer acts as a pass-through technology intermediary only. EDealer does not:

a) hold, receive, control, or co-mingle End-User or Customer funds at any time;

b) act as a payment processor, money transmitter, or financial institution;

c) set the Deposit Amount, which is configured exclusively by the Customer; or

d) assume any responsibility for the availability, uptime, or terms of service of Stripe.

2.2 Customer Stripe Account Requirement

To use the Deposit feature of the ED Tool, Customer must independently establish and maintain a valid Stripe Account in good standing. Customer is solely responsible for:

a) complying with Stripe’s terms of service, acceptable use policy, and all applicable Stripe requirements;

b) all fees charged by Stripe in connection with payment processing;

c) ensuring Customer's Stripe Account is properly configured to process, hold, and release card authorisations; and

d) any disputes, chargebacks, or claims raised by End-Users directly with Stripe.

2.3 No EDealer Liability for Stripe

EDealer shall have no liability to Customer or any End-User arising from or related to: (a) any act or omission of Stripe; (b) Stripe's failure to process, hold, capture, or release a Deposit; (c) any change to Stripe's platform, APIs, or policies; or (d) the termination or suspension of Customer's Stripe Account.

2.4 Payment Card Information.

EDealer does not collect, receive, access or store End-User payment card information through the ED Tool; such information is transmitted directly to Stripe and processed under the Customer's Stripe Account.

3. END-USER DEPOSIT TERMS AND CUSTOMER OBLIGATIONS

3.1 End-User-Facing Disclosure

At the time an End-User places a Deposit through the ED Tool, the following disclosure (or substantively equivalent language approved by EDealer in writing) shall be displayed to the End-User:

> *"This deposit is fully refundable within seven (7) days. If you are not contacted by the dealership within this window, the hold will expire and your refund will be processed automatically. This does not constitute a purchase agreement or binding commitment. Please allow three (3) to five (5) business days for the refund to appear on your statement."*

Customer acknowledges that EDealer has incorporated the above disclosure into the standard ED Tool interface. Customer shall not alter, remove, obscure, or contradict this disclosure in any communication with the End-User.

3.2 Customer Responsibility to Contact End-User

Upon receipt of a Deposit notification from the ED Tool (delivered via email and/or CRM notification, as configured), Customer shall make commercially reasonable efforts to contact the End-User within the Deposit Window to:

a) confirm vehicle availability;

b) progress the transaction toward a purchase agreement; or

c) advise the End-User that the reservation cannot be fulfilled.

3.3 Refund Obligations

Customer is solely responsible for the full and timely refund of Deposits in the following circumstances:

a) <u>Automatic Expiry:</u> If Customer does not capture or confirm the Deposit within the Deposit Window, the Deposit shall expire automatically and the hold on the End-User's payment card shall be released. Where the Customer's Stripe Account is configured for automatic release upon expiry of the authorisation, such release constitutes satisfaction of Customer's refund obligation under this sub-section.

b) <u>End-User Request for Refund:</u> If an End-User requests a refund of a Deposit within the Deposit Window, Customer shall initiate the release or refund of the Deposit within seven (7) calendar days of the request.

c) <u>Vehicle Unavailability:</u> If the reserved vehicle is no longer available, Customer shall initiate a refund promptly and no later than seven (7) calendar days following Customer's knowledge of such unavailability.

3.4 Refund Processing Time

Customer acknowledges that, once a refund is initiated through Stripe, the End-User should allow three (3) to five (5) business days for the refund to appear on their payment card statement. Customer shall communicate this timeline to the End-User upon initiating any refund.

3.5 Non-Binding Nature of Deposit

A Deposit collected through the ED Tool does not constitute, and shall not be represented by Customer as constituting, a purchase agreement, a binding sales contract, or any other commitment by the End-User to purchase or by the Customer to sell a specific vehicle. Any binding agreement shall be evidenced only by a separate, duly executed purchase and sale agreement between Customer and End-User.

3.6 Deposit Amount Configuration

Customer is solely responsible for setting the Deposit Amount within the ED Tool. EDealer does not prescribe, endorse, or guarantee any particular Deposit Amount. Customer represents that the Deposit Amount complies with all applicable laws and regulations, including any provincial or federal consumer protection requirements.

4. CREDIT APPLICATION FUNCTIONALITY – SCOPE AND LIMITATIONS

4.1 Tool-Only Provision.

EDealer makes the Credit Application available to the Customer solely as a technical functionality, for the Customer to use as the Customer determines. EDealer's sole role is to make the functionality available, and EDealer does not, and shall not be deemed to: (a) participate in, arrange, broker, underwrite or otherwise have any involvement in any financing or credit decision; (b) select, recommend, endorse or have any relationship with any Financing Provider; (c) determine what information is collected through the Credit Application or how it is used; or (d) control how the Customer configures, deploys or uses the Credit Application.

4.2 Customer Sole Responsibility.

As between EDealer and the Customer, the Customer is solely responsible for all aspects of its use of the Credit Application, including: (a) its relationship and all dealings with any Financing Provider and any End-User; (b) the collection, use, disclosure, transmission, storage, retention and security of all End-User information — including any sensitive personal, identity or financial information such as income, banking details or Social Insurance Numbers — collected or submitted through the Credit Application; (c) the content, configuration and operation of the Credit Application as deployed by the Customer; and (d) compliance with all laws and regulations applicable to the offering or facilitation of consumer credit and to the handling of personal information.

4.3 No EDealer Liability.

EDealer shall have no liability of any kind to the Customer, any End-User, any Financing Provider or any other person arising out of or relating to: (a) the Credit Application or the Customer's use of it; (b) any financing, credit decision, credit denial, approval or term, or the conduct of any Financing Provider; (c) the Customer's relationship or dealings with any Financing Provider or End-User; (d) the collection, use, disclosure, storage, loss or breach of any End-User information collected or submitted through the Credit Application; or (e) the Customer's compliance or non-compliance with any applicable law. EDealer does not collect, receive, access, store or process any End-User information submitted through the Credit Application.

5. PRIVACY AND PERSONAL INFORMATION

5.1 Customer Responsibility.

The Customer is solely responsible for its collection, use, disclosure, retention, security and disposal of all Personal Information in connection with the ED Tool, and for compliance with all Privacy Laws in respect thereof. Without limiting MSA Section 8.4, the Customer represents and warrants that it has obtained and maintains all consents required under Privacy Laws for the collection, use and disclosure of Personal Information through the ED Tool (including any transmission to, and processing by, EDealer), and that it maintains a privacy policy compliant with applicable Privacy Laws governing such Personal Information.

5.2 EDealer Role.

To the extent EDealer receives any Personal Information submitted by an End-User through the ED Tool, EDealer's role with respect to such Personal Information is limited to receiving it and processing and transmitting it to the Customer (including to the Customer's CRM or email), in each case on the Customer's behalf and solely to provide the ED Tool. Consistent with MSA Section 8.3, EDealer does not use Personal Information for any purpose other than providing the

ED Tool to the Customer. EDealer does not receive, access or store End-User payment card information (see Section 2.4) or any information submitted through the Credit Application (see Section 4.3).

5.3 No EDealer Liability for Customer Privacy Non-Compliance.

EDealer shall have no liability to the Customer, any End-User, any regulator or privacy authority, or any other person arising out of or relating to the Customer's collection, use, disclosure, retention, security, loss or breach of, or other dealing with, Personal Information, or the Customer's compliance or non-compliance with any Privacy Laws.

5.4 End-User Privacy Notice.

The Customer is responsible for ensuring that its own privacy policy, or an appropriate privacy notice, is presented to the End-User through the ED Tool at or before the point at which Personal Information is collected, and for the accuracy and currency of that notice. Where the ED Tool provides a means for the Customer to configure or link such a notice, the Customer is solely responsible for populating and maintaining it. EDealer is not responsible for the content, display, accuracy or currency of any privacy notice presented to End-Users, and the standard disclosure incorporated under Section 3.1 does not constitute, and shall not be relied upon by the Customer as, a privacy notice.

5.5 Breach Notification.

If either party becomes aware of a confidentiality incident or breach of security safeguards involving Personal Information collected through, or held in connection with, the ED Tool, it shall notify the other party promptly and without undue delay. As the organization that collects and controls the Personal Information, the Customer is solely responsible for determining whether notification is required under Privacy Laws and for making all required notifications to applicable regulators and to affected End-Users. EDealer shall not make notifications directly to End-Users or regulators in respect of such an incident, but shall provide the Customer with reasonable cooperation and information necessary for the Customer to meet its notification obligations. Each party remains responsible for its own obligations under Privacy Laws.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision of this EDeal Addendum or the MSA, EDealer's aggregate liability to Customer in connection with the ED Tool shall be limited to the fees paid by Customer to EDealer for the ED Tool during the twelve (12) months preceding the event giving rise to liability, consistent with Section 10.1 of the MSA. EDealer shall not be liable for any Deposit funds, refunds, chargebacks, or End-User claims arising from Customer's use of the Deposit feature.

7. INDEMNIFICATION

In addition to, and without limiting, Customer's indemnification obligations under Section 9.2 of the MSA, Customer shall defend, indemnify, and hold harmless EDealer and its Affiliates, officers, directors, employees, and contractors from and against any and all claims, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising out of or relating to:

a) any Deposit collected by Customer through the ED Tool;

b) Customer's failure to refund a Deposit in accordance with Section 3 of this EDeal Addendum;

c) any End-User complaint, dispute, chargeback, or regulatory proceeding relating to a Deposit;

d) Customer's configuration of the Deposit Amount or any related consumer-facing representation made by Customer;

e) Customer's non-compliance with Stripe's terms of service or applicable payment card network rules;

f) any Credit Application made available to or used by the Customer through the ED Tool, including the Customer's relationship or dealings with any Financing Provider, any financing or credit decision or the conduct of any Financing Provider, the Customer's collection, handling or security of any End-User information submitted through the Credit Application, and any actual or alleged non-compliance by the Customer with any consumer-credit, credit-reporting or lending laws or regulations, in each case including any third-party claim and any investigation, inquiry, claim or proceeding by any regulator arising therefrom; or

g) any Personal Information collected, used, disclosed or otherwise handled by the Customer in connection with the ED Tool, and any actual or alleged non-compliance by the Customer with any Privacy Laws, including any third-party claim and any investigation, inquiry, claim or proceeding by any regulator or privacy authority arising therefrom.

8. REGULATORY COMPLIANCE

Customer represents and warrants that its use of the ED Tool, including the collection and refund of Deposits, the Credit Application and the handling of Personal Information, complies with all applicable federal, provincial, and local laws and regulations, including without limitation consumer protection legislation, payment card network rules, consumer-credit, credit-reporting and lending laws and regulations, Privacy Laws, and any applicable automotive retailing regulations in the jurisdictions in which Customer operates. Customer shall obtain and maintain all licences, registrations, and consents required for the collection of consumer payments and personal financial information in connection with the ED Tool.

Should Customer elect to enable or use the Credit Application feature of the ED Tool, then, as a condition of doing so, Customer shall — and expressly represents and covenants that it shall —

obtain and maintain all licences, registrations, consents and approvals required for the offering or facilitation of consumer credit.

9. GENERAL PROVISIONS

9.1 Incorporation into MSA

This EDeal Addendum is hereby incorporated into and made a part of the MSA. The terms of the MSA shall continue to apply in full except as expressly modified herein.

9.2 Order of Precedence

In the event of a conflict between this EDeal Addendum and the MSA with respect to the subject matter hereof, this EDeal Addendum shall control.

9.3 Governing Law

This EDeal Addendum shall be governed by the same governing law and venue provisions applicable to Customer under Section 12.12 of the MSA.

9.4 Amendment

EDealer may amend this EDeal Addendum on thirty (30) days' written notice to Customer. Customer's continued use of the Deposit feature following the expiry of such notice period constitutes acceptance of the amended terms.

9.5 Entire Agreement

Together with the MSA and any applicable Order Form, this EDeal Addendum constitutes the entire agreement between the parties with respect to the Deposit feature of the ED Tool and supersedes all prior understandings and representations relating thereto.

9.6 Survival.

The provisions of this EDeal Addendum that by their nature should survive will survive any termination or expiration of this EDeal Addendum or the MSA, including, without limitation, the definitions, the disclaimers and limitations or exclusions of EDealer's liability (including Sections 2.3, 4.3, 5.3 and 6), the indemnification provisions (Section 7), and the privacy and Personal Information provisions (including the breach-notification obligations in Section 5.5). For greater certainty, the "Surviving Provisions" section of the MSA applies to this EDeal Addendum.

[Remainder of the page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this EDeal Addendum as of the date last signed below.

EDEALER INC. *Eblock Inc. / EDealer Inc.*		**[CUSTOMER]** *(Legal name of dealership entity)*	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	