

Broker-agent Services Agreement (the "Agreement")

Broker-agent identification (the "Broker-agent")

Platform Garage Imports Ltd.
15105-700 Shawnigan Lake Road, Shawnigan Lake, BC V0R 2W3
sales@platformgarage.com

GST: 79812 3352
Broker-agent license:

Date	Addendums
Customer identification (the "Customer") The Customer declares that, if an individual, they reside at the address provided below, or if a corporation or other business entity, the chief executive office of the corporation or entity is located at the address.	Target vehicle criteria ("Criteria") The Customer declares that they are seeking a vehicle that meets the following Criteria.
Name(s) Driver's license	Year(s)
Phone Email	Manufacturer(s)
Street number and name	Series, model(s), or platform(s)
City Province (State)	Maximum price <input type="checkbox"/> ¥ (JPY)
Postal code Country	<input type="checkbox"/> \$ (CAD)

Target vehicle criteria ("Criteria"), continued

The vehicle should have the following history and/or performance characteristics:

The vehicle should not have the following history and/or performance characteristics:

Description of terms

Fee charged by Broker-agent for Services ("Fee")

The greater of (1) C\$1,500.00 or (2) 10% of the vehicle purchase price, plus applicable tax.

Portion of fee due now ("Fee Down Payment")

C\$1,500.00

Deposit due now ("Deposit")

Terms of this Agreement. THIS IS A LEGAL AND BINDING CONTRACT. READ THE ENTIRE DOCUMENT BEFORE YOU SIGN.

The Broker-agent agrees to and will give the Customer a copy of this Agreement at the time it is accepted by the Broker-agent.

- The Customer requests, and the Broker-agent agrees to provide, the Broker-agent's aid in locating, purchasing, and exporting a vehicle that meets the Criteria (the "Services"), as defined in the Additional Terms.
- The Customer declares that they have read and understood the terms of this Agreement, including Sections 1 to 15 of the Additional Terms.
- The Customer acknowledges that the Services are completely defined in this Agreement including the Additional Terms, and that the Services do not include importing, registering, inspecting, repairing, or modifying the vehicle they purchase.

Customer's signature	Date	Customer's signature	Date
Name of the Broker-agent's Representative	Signature	License number	

Personal information

Personal information: The Customer hereby consents to the collection, use, and disclosure of the Customer's personal information by the Broker-agent and other persons for all purposes consistent with the services described in this Agreement.

1. CUSTOMER TO ENGAGE BROKER-AGENT FOR SERVICES

- i. The Customer wishes to acquire a vehicle with the Criteria declared in this Agreement.
- ii. The Customer requests, and the Broker-agent agrees to provide, the Broker-agent's aid in locating, purchasing, and exporting a vehicle that meets the Criteria, in accordance with the terms of this Services Agreement (the "Services").
- iii. In exchange for the Services, The Customer will pay the Broker-agent a fee (the "Fee"), as defined in this Agreement.
- iv. The Broker-agent will perform its Services for the Customer on a reasonable-efforts basis.

2. PAYMENT OF FEES, PAYMENT OF DEPOSIT, RETURN OF DEPOSIT, AND PAYMENT OF OUTSTANDING AMOUNTS

- i. The Customer acknowledges that the Broker-agent does not provide or facilitate loans or leases.
- ii. Upon execution of the Agreement, the Customer will pay towards the Fee the Fee Down Payment, as defined in this Agreement.
- iii. Upon execution of the Agreement, the Customer will provide the Broker-agent with a Deposit, as defined in this Agreement.
- iv. Until otherwise instructed by the Customer, the Broker-agent will hold the Deposit in trust for the Customer at the Bank of Nova Scotia in account 800100065315, which is an account used exclusively for holding money in trust and separate from the Broker-agent's operating accounts.
- v. If the Fee is greater than the Fee Down Payment, upon receipt of an invoice for the difference between the Fee and the Fee Down Payment, the Customer will pay to the Broker-agent the difference between the Fee and the Fee Down Payment.
- vi. Upon receipt of payment instructions from the Broker-agent for costs associated with the purchase or export of a vehicle, the Customer will send payment to the recipient details and in the amount, currency, and payment method directed by the Broker-agent.

3. TERM AND TERMINATION

- i. The Broker-agent will begin its Services on the next business day following its receipt of the Fee Down Payment and of the Deposit (the "Start Date"). The Broker-agent will provide its Services until thirty (30) days after the Start Date (the "End Date").
- ii. If, before the End Date, the Customer has purchased a vehicle:
 - (a) the Broker-agent will continue to provide the Services until the vehicle is successfully exported,
 - (b) the Agreement will be terminated when the vehicle is successfully exported, and
 - (c) upon termination as specified in 3.ii(b), the Broker-agent will return to the Customer the difference, if any, between the Deposit and any outstanding costs to be paid by the Customer, without interest and within five (5) business days of termination.

Customer's initials	Broker-agent's initials

- iii. If, on the End Date, the Customer has not purchased a vehicle, then either:
 - (a) by mutual agreement only, the Broker-agent will provide the Services for an additional thirty (30) days (the "Extension"), with the Extension governed by the same terms in this Agreement, or
 - (b) at either party's discretion, the Agreement shall be terminated.
- iv. If either party terminates the Agreement on the End Date as specified in 3.iii(b), the Broker-agent will return to the Customer, within 5 business days of termination and without interest, the Deposit and the Fee Down Payment, less C\$500.00 plus applicable taxes.
- v. If the Broker-agent terminates the Agreement before the Customer purchases a vehicle, and not on the End Date, the Broker-agent will return to the Customer, within five (5) business days of termination and without interest, the Fee Down Payment and the Deposit.
- vi. If the Customer terminates the Agreement before the Customer purchases a vehicle, and not on the End Date, the Broker-agent will return to the Customer, within 5 business days of termination and without interest, the Deposit only.

4. SEARCHING FOR AND EVALUATING CANDIDATE VEHICLES

- i. The Broker-agent will search for vehicles available to the Customer for purchase (each, a "Candidate").
- ii. Upon finding a Candidate that either:
 - (a) conforms to the Criteria, or
 - (b) in the Broker-agent's subjective judgement may interest the Customer despite not conforming to the Criteria,

the Broker-agent, at their sole discretion and using their subjective judgement in service of the interest of the Customer, may choose to send to the Customer information about the Candidate, subject to the information's availability:

- (1) the terms with which the Candidate is offered for sale
- (2) any information received by the Broker-agent related to the Candidate's characteristics, as provided by the seller or any other third party
- (3) the Broker-agent's subjective assessment of the Candidate's conformance with the Criteria
- (4) the Broker-agent's subjective impression of the Candidate
- (5) the Broker-agent's subjective suggestion for the Customer's offer price
- iii. The Customer may, at the Customer's sole discretion, instruct the Broker-agent to offer to purchase the Candidate at terms specified by the Customer.

5. COMMUNICATION BETWEEN THE BROKER-AGENT AND CUSTOMER

- i. The Customer acknowledges that the opportunity to purchase the Candidate is time sensitive. The Customer will, with reasonable effort, respond in a timely manner to the Broker-agent.
- ii. The Customer agrees that any instructions given by the Customer to the Broker-agent that conflict with the Criteria will be considered alterations to the Criteria.

6. IRREVOCABLE COMMITMENT

- i. The Customer agrees that, upon instructing the Broker-agent to offer to purchase the Candidate, the Customer is irrevocably committed to purchase and export the Candidate, to pay for all costs incurred by the purchase and export of the Candidate, and to apply the Deposit to any costs incurred by the purchase and export of the Candidate.

Customer's initials	Broker-agent's initials

7. SUCCESSFUL PURCHASE

- i. If the Broker-agent's offer, on behalf of the Customer, for the Candidate is accepted, the Broker-agent will coordinate to complete the purchase and export of the Candidate (now, the "Vehicle") with the seller of the Vehicle and the seller of the Vehicle's representatives, agents, or authorized intermediaries (collectively, the "Seller").

8. COSTS ASSOCIATED WITH THE PURCHASE OF THE VEHICLE

- i. The Customer acknowledges that costs associated with the purchase of the Vehicle are not known in advance of incurring these costs, that the Broker-agent is not liable for these costs or for any changes to these costs, and that any estimates or advice given by the Broker-agent regarding these costs are not guarantees of the amount of these costs.
- ii. The Customer agrees to bear all costs associated with the purchase of the Vehicle, including but not limited to:
 - (a) the purchase price of the Vehicle
 - (b) wire fees, bank fees, currency conversion fees, and any other banking or money transmission fees
 - (c) brokerage fees or commissions charged by the Seller
 - (d) all insurance premiums and fees for the Vehicle
 - (e) sales tax, consumption tax, and any other taxes related to the purchase of the Vehicle
 - (f) any other fees related to the purchase of the Vehicle

9. COSTS ASSOCIATED WITH THE EXPORT OF THE VEHICLE

- i. The Customer acknowledges that costs associated with the export of the Vehicle are not known in advance of incurring these costs, that the Broker-agent is not liable for these costs or for any changes to these costs, and that any estimates or advice given by the Broker-agent in regarding these costs are not guarantees of the amount of these costs.
- ii. The Customer will bear all costs associated with the export of the Vehicle, including but not limited to:
 - (a) wire fees, bank fees, currency conversion fees, and any other banking or money transmission fees
 - (b) storage fees for the Vehicle
 - (c) fees charged for washing and cleaning the Vehicle
 - (d) vanning or loading fees related to preparing and securing the Vehicle for shipment
 - (e) inland transportation fees for moving the Vehicle within its country of export
 - (f) shipping fees for transporting the Vehicle from its country of export to Canada
 - (g) all insurance premiums and fees for inland shipping and export of the Vehicle
 - (h) sales tax, consumption tax, and any other taxes related to the export of the Vehicle
 - (i) any other fees related to the export of the Vehicle

10. PAYMENT TO THE SELLER

- i. The Customer instructs the Broker-agent to transmit the Deposit, or the portion of the Deposit necessary to pay for the costs associated with the purchase and export of the Vehicle, to the Seller upon the Seller's request.
- ii. The Customer agrees to transmit payment for any remaining costs to the Seller upon the Seller's request, as relayed by the Broker-agent.
- iii. The Broker-agent will be liable for the effective transmission of the Deposit from the Broker-agent to the Seller.
- iv. The Customer acknowledges that the Broker-agent will not be held liable for any errors or failures that occur during any payments or money transmissions performed by the Customer.

Customer's initials	Broker-agent's initials

11. ALL COSTS TO BE PAID BY THE CUSTOMER

- i. The Customer acknowledges that costs associated with purchasing and exporting the Vehicle are not predictable, that the Broker-agent does not control or set these costs, and that the Customer agrees to pay all costs related to the purchase and export of the Vehicle without regard to these costs' amounts.
- ii. The Customer agrees that, while the Broker-agent will act reasonably to predict and to minimize these costs, the Customer will not hold the Broker-agent liable for these costs.

12. BROKER-AGENT TO PASS ON ALL COSTS AS RECEIVED

- i. While coordinating with the Seller, the Broker-agent will receive information from the Seller related to the costs of purchasing and exporting the Vehicle. To effectuate the Customer's payment to the Seller, the Broker-agent declares, and the Customer acknowledges, that the Broker-agent will inform the Customer of these costs in the amount and in the same currency as the Broker-agent was informed of them.
- ii. The Customer agrees to, with their best efforts, promptly pay the costs associated with the purchase and export of the Vehicle to the Seller upon notification of the costs by the Broker-agent.

13. BROKER-AGENT'S LIMITED LIABILITY

- i. The Customer agrees that the Broker-agent, using reasonable effort and acting in good faith, shall not be held liable by the Customer for any subjective assessments, impressions, or advice given by the Broker-agent to the Customer.
- ii. The Customer agrees that the Broker-agent, acting reasonably, shall not be held liable by the Customer for any information created by third parties and forwarded by the Broker-agent to the Customer (e.g., information created by the Seller).
- iii. The Customer agrees that the Broker-agent, acting reasonably, shall not be held liable by the Customer for any errors or negligence on the part of the Seller, for any deficiencies in the Vehicle, or for any damage or degradation of the Vehicle.
- iv. The Customer acknowledges that the Broker-agent makes no warranties or guarantees about the Vehicle.
- v. The Customer agrees that the total liability of the Broker-agent and the Broker-agent's representatives, for all liabilities arising from the Services taken together, shall be limited to the portion of the Fee paid to the Broker-agent by the Customer.

14. LIMITED SCOPE OF SERVICES

- i. The Customer acknowledges that the Services described in this Agreement completely define the Broker-agent's obligations to the Customer. For greater certainty, the Broker-agent's services do not include performance of, assistance with, or the effectuation of any of the items in the following, non-exhaustive list:
 - (a) unloading the Vehicle from its means of transport (e.g. a ferry or container carrier)
 - (b) removing the Vehicle from a container
 - (c) releasing the Vehicle from a port, dock, lot, or impound
 - (d) transporting the Vehicle
 - (e) diagnosing or repairing the Vehicle
 - (f) modifying the Vehicle for any purpose, including for the purposes of adhering to safety or legal requirements
 - (g) inspecting the Vehicle
 - (h) registering the Vehicle

Customer's initials	Broker-agent's initials

15. REQUIRED BROKER-AGENT TERMS

- i. A broker-agent may not act as a broker-agent for a consumer if the broker-agent or broker-agent representative employed or engaged by the broker-agent has a conflict of interest with the consumer.
- ii. If a broker-agent must end a service agreement because a conflict of interest arises during the term of the agreement, the consumer is only liable to pay:
 - (a) the broker-agent's fees for services provided before the date the conflict of interest arises, and
 - (b) out-of-pocket expenses incurred before the date the conflict of interest is discovered.
- iii. The consumer will take title from the person disposing of the motor vehicle and not from the broker-agent or a broker-agent representative employed or engaged by the broker-agent.
- iv. Any cheque, bank draft, or money order received from the consumer by a broker-agent or a broker-agent representative employed or engaged by a broker-agent, in payment for the acquisition of a motor vehicle, must:
 - (a) be made payable to a specified trust account of the broker-agent at a savings institution located in British Columbia, and
 - (b) identify the trust account in the manner that the trust account is identified in the records of the savings institution.
- v. Money held in trust by a broker-agent may only be paid to the person disposing of the motor vehicle on the consumer's direction.

Customer's initials	Broker-agent's initials