

NEXT. ADESA: COM



BID, LIST AND RELEASE AUTHORIZATION AGREEMENT

The undersigned customer ("Customer") of ADESA Auctions Corporation (the "Auction") hereby appoints and authorizes the Auction to perform the services indicated below on Customer's behalf subject to the terms of this Bid, List and Release Authorization Agreement (the "Agreement").

Authorization for Service. Customer hereby authorizes Auction to (<u>initial all that apply</u>):

| Initial: | TO BID ON VEHICLES listed on the Next.ADESA.com Dealerblock open auction sales platform on behalf of Customer according to Customer's instructions communicated to Auction by any of Customer's authorized users/representatives via telephone, email, fax, verbally or otherwise ("Instructions"). Customer will be bound by all bids submitted by Auction in accordance with Customer's Instructions. Customer acknowledges that prior to providing BID Instructions, it will carefully review the vehicle detail page, all related documents and all applicable disclosures. |
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| Initial: | TO PREPARE VEHICLE LISTINGS on Customer's behalf based on Customer's Instructions, as follows: (1) Vehicle Photographs and Condition Report. Customer may electronically transfer Vehicle photographs or condition reports or provide Instructions to Auction to download photographs and/or condition reports from the Customer's own website (not a third party website). (2) Vehicle Information and Price. Customer will provide the following information Instructions to Auction: (i) Vehicle VIN, year, make and model; (ii) all material information about the vehicle including, without limitation, all disclosures required under the Auction Policies; and (iii) the minimum bid price and the undisclosed reserve price, if any, for the vehicle. (3) Disclosure Questionnaire. Auction is authorized to complete the Disclosure questionnaire on Customer's based on Customer's Instructions. Customer acknowledges and agrees that if it fails to specifically designate disclosures as being in response to the Disclosure questionnaire (even if the same information is disclosed elsewhere, for example, in the condition report) the vehicle may be subject to a valid arbitration claim. |
| Initial: | TO RELEASE VEHICLES FOR SALE IN THE AUCTION on Customer's behalf based on Customer's Instructions. |
| (the " Auction Po Agreement and a | wledges and agrees that it is bound by the Auction's policies, arbitrations rules, and terms and conditions of use plicies ") as amended from time to time (found at www.next.ADESA.com). The Auction Policies are part of this are in full force and effect as though fully incorporated in this Agreement. The may terminate this Agreement on two (2) business day's written notice (including by email). |
| | Customer's full legal name (print) |
| | Signature |
| | Name and Title of Signer |
| | Date User id |
| | |

RETURN BY FAX TO: 480-393-2960