

This Registration Agreement, along with **Exhibit A** (Additional Provisions) (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 the motor vehicle dealer ("Dealer") or non-dealer consignor ("Non-Dealer Consignor") below (in either case, the "Eligible Participant"). Upon completion, please fax Agreement, including **Exhibit A** and, if a Dealer, a copy of dealer license to 480-393-2960 or send to email registration@openlane.com. We will contact you shortly with user ID(s) and password(s). Thank you for using OPENLANE!

***** If a Dealer, include copy of valid and current dealer license *****

SECTION I. ELIGIBLE PARTICIPANT I

Type of Entity (check one)	<input type="checkbox"/> Motor Vehicle Dealer	<input type="checkbox"/> Consignor other than Dealer	
If Dealer (check one)	If Dealer, total # of used car sales (retail and wholesale) per mo (check one)	If Non-Dealer Consignor, (check one)	Business Entity (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
Name of Dealer or Non-Dealer Consignor (print full legal name of entity)			State of Incorporation:
DBA Name (if any)			

Mfg. Franchise(s) (if New Car Mfg Franchise Store): _____

Street Address: _____ City: _____ State: _____ Zip: _____

Billing Address (if different): _____ City: _____ State: _____ Zip: _____

Billing Contact Name: _____ Direct Telephone: _____

Direct Email: _____ Direct Facsimile: _____

Website address: _____ If Dealer, name of vendor that posts used car inventory to retail sites _____

SECTION II. 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.com online auction (the "Auction") on Eligible Participant's behalf.

	Authorized User #1	Authorized User #2 (if desired)	Authorized User #3 (if desired)
Full Legal Name			
Title			
OPENLANE Username (if any)			
Email			
Office Phone			
Cell Phone			
Fax number			
Requested User Name			
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: _____

Print Full Legal Name _____

Title: _____ Date: _____

Exhibit A (Additional Provisions)

The parties agree as follows:

- 1. 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.
- 2. Terms of Use.** Eligible Participant understands and agrees that Eligible Participant is bound by the terms of use contained on OPENLANE's web site (http://www.openlane.com/pdfs/terms_of_use_agreement.pdf (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.
- 3. 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.
- 4. 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 check, 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 ACH form by dealer and return it directly to OPENLANE promptly after reasonable request by OPENLANE during the term of this Agreement.
- 5. 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 under the UCC.
- 6. 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 on behalf 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 on behalf 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.
- 7. 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.com website.
- 8. Miscellaneous.** This Agreement will be governed by the laws of the State of California, without giving effect to any choice of law rules. Any dispute between the parties related to this Agreement (but not an action for debt collection) will be resolved through binding arbitration conducted in San Mateo or San Francisco, California in accordance with the Commercial Rules of the American Arbitration Association then in effect. Judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction. Nothing in this Section 8 precludes either party from seeking temporary injunctive or other provisional relief as necessary or appropriate or instituting an action for debt collection. 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)