

Seller's Agreement

1.1 General

- (a) This Agreement sets forth the terms and conditions that govern the relationship between Bolongo Surplus Ltd. ("**Bolongo**") and Members with respect to process, terms and conditions under which Members may sell, offer for sale or otherwise participate as a potential seller (a "**Seller**") in transactions on Bolongo's Website for the sale of inventory, property or other materials ("**Materials**").
- (b) If Sellers wish to access or use the Website to bid on or offer to sell any Materials through the Website, either directly via Advantage Membership or through a Bolongo representative via Market Membership (the "**Services**"), Sellers must accept the terms and conditions of this Agreement.
- (c) By registering and/or using the Services of the Website as a Seller, Sellers agree to be bound by all of the terms and conditions of this Seller's Agreement and all policies and agreements incorporated by reference herein.

1.2 Registration

To register, Sellers must:

- (a) provide Bolongo with the Seller's full legal name, address, phone number, e-mail address, along with other information that may be required by Bolongo from time to time (providing inaccurate registration information constitutes a breach of this Agreement and the Terms of Use); and
- (b) pay the Membership Fee as required by Bolongo from time to time.

1.3 Capacity to Enter Contract

Use of the Bolongo transaction portion of the Website and the Services is limited to Sellers, including individual representatives on behalf of Sellers, that lawfully can enter into and form contracts under applicable law. Every Seller who uses the Services hereby represents and warrants to Bolongo that they can enter into and form binding contracts.

2. MATERIALS

2.1 Listing Materials for Sale

Advantage Membership Sellers may list Materials for sale through transactions on the Website during the term of this Agreement, Market Membership Sellers may list Materials for sale via a Bolongo representative, subject to the following terms and conditions:

- (a) Sellers will describe all Materials truthfully and accurately. This includes full and fair disclosure of the condition of Materials in text descriptions, images and pictures, including, without limitation, the Materials location, physical condition, and any other relevant data as determined by Bolongo acting reasonably. Additionally, the information presented in a Seller's listing of Materials cannot be misleading, either through the inclusion of actual information or by the omission of information.
- (b) The Seller is responsible to notify Bolongo of all changes to the Materials listed on the Website, including any information with respect to the Materials provided by the Seller to Bolongo pursuant to Section 2.1(a) above.
- (c) The Website and its Services may only be used for lawful purposes and in a lawful manner. Sellers agree to comply with all applicable laws, statutes and regulations regarding their use of the Website and its Services. All information that Sellers post on the Website will comply with all applicable law, statutes and regulations. It is Sellers responsibility to determine whether the offer or sale of Materials may violate applicable laws, statutes or regulations.
- (d) Sellers will not offer Buyers the opportunity to purchase any Materials listed on the Website through any means outside of the Website.
- (e) Sellers are strictly prohibited from placing bids or causing bids to be placed on any Materials for the purpose of artificially increasing or otherwise manipulating the bidding process on the Website or the bid price of any item of Materials listed on the Website.
- (f) Sellers agree to honor the Transaction Terms and will complete the transaction(s) with Buyers. If terms of delivery with a Buyer are agreed, a Seller will not fail to deliver Materials for which payment was accepted, significantly

misrepresent Materials by not meeting the terms and item description outlined in the listing on the Website, or refuse to accept payment for an item at the end of a successful sale.

- (g) It is Seller's responsibility to determine whether sales or use taxes apply to any sale transactions conducted by Sellers through the Website and to collect, report and remit the correct tax to the appropriate tax authority. Bolongo is not obligated to determine whether sales or use taxes apply and is not responsible to collect, remit, pay or report any sales or use taxes arising from any such sale transaction.

2.2 Disclaimer re: Information Relating to Materials

- (a) It is the exclusive responsibility of the Seller to provide Bolongo and Buyers with correct documentation, specification, and other information relating to the Materials.
- (b) Bolongo will not be held responsible in any way for any inaccuracies or omissions in information provided by the Seller.

2.3 Restrictions on Materials that can be Sold

- (a) A Seller shall not offer for sale any Materials on the Website if the offering or sale of such Materials violates applicable laws or regulations or may subject the Seller or Bolongo to potential liability.
- (b) Bolongo reserves the right in its sole discretion, to restrict or prohibit any item of Materials from being offered for sale through the Website.

2.4 Seller's Covenants

- (a) Materials will not be sold or offered for sale, if a Seller knows, ought to have known or has reason to believe that such Materials were (or are): illegally exported imported; counterfeit; not of merchantable quality; or otherwise unfit for its intended use.
- (b) Seller agrees to comply with the laws of the countries in which the Seller is doing

business, including applicable export or import laws.

- (c) Seller agrees to list the items within the appropriate categories on the Website.
- (d) Seller may make arrangements with the Buyer to deliver Materials purchased from it.
- (e) Seller agrees to fully disclose all shipping information to the Buyer and to not misrepresent shipping costs or where the item of Materials will be shipped from.

2.5 Insurance

Until title to the Materials is transferred to the Buyer, the Material shall at all times remain at the risk of the Seller who hereby undertakes to indemnify Bolongo against all claims made or proceedings brought against Bolongo in respect of loss or damage to the Material of whatever nature, howsoever and wheresoever occurred, and in any circumstances even where negligence is alleged or proven.

3. PURCHASE PRICE

3.1 Payment of Purchase Price to the Seller

- (a) Bolongo will make all reasonable efforts to collect the Purchase Price from the Buyer promptly upon the completion of a transaction between a Buyer and Seller.
- (b) Upon receipt of the Purchaser Price from the Buyer, Bolongo shall forthwith pay the Purchase Price, less the Seller's Fees, to the Seller.

3.2 Collection of the Purchase Price

- (a) If the Buyer fails to pay to Bolongo the Purchase Price within 15 days after the date of sale, Bolongo will endeavour to take the Seller's instructions as to the appropriate course of action to be taken and, so far as in Bolongo's opinion such instructions are practicable, and Bolongo will assist the Seller in recovering the Purchase Price from the Buyer, save that Bolongo shall not be obligated to issue judicial proceedings against the Buyer in its own name.
- (b) Notwithstanding the foregoing, Bolongo reserves the right and is hereby authorized at the Seller's expense, and in each case at the absolute discretion of

Bolongo, to agree to special terms for payment of the Purchase Price, to remove, store and insure the Material sold, to settle claims made by or against the Buyer on such terms as Bolongo shall think fit, to take such steps as are necessary to collect monies from the Buyer to the Seller and, if appropriate, to set aside the sale and refund money to the Buyer.

4. FEES AND EXPENSES

4.1 Seller's Fees and Expenses

- (a) When a Seller's offer is accepted by a Buyer, Bolongo will charge the Seller, and the Seller will be responsible for a Seller's Fee, which is equal to the agreed upon amount as stated in the executed transaction fees agreement (the "**Seller's Fee**"), and the Seller authorizes Bolongo to deduct the Seller's Fees from the Purchase Price to be received by the Seller.
- (b) Bolongo reserves the right to invoice Seller's for the Seller's Fees payable hereunder. The Seller will pay the Seller's Fees owed to Bolongo upon receipt of any invoice therefor.
- (c) The Seller shall pay and authorizes Bolongo to deduct from the Purchase Price payable to the Seller all expenses incurred on behalf of the Seller.

4.2 Payment of Fees

- (a) Sellers will pay all fees owed to Bolongo upon receipt of any invoice therefor. Bolongo reserves the right to deliver any invoice to Sellers by:
 - (i) posting an invoice to the Seller's account section of the Website;
 - (ii) emailing an invoice to the Seller at the address Sellers have provided in Seller's account settings; or
 - (iii) mailing an invoice to the address provided by the Seller at registration to the Website, as such may be updated from time to time by Sellers in accordance with the procedures designated on the Website.

Transmission of any invoice in this manner shall constitute receipt. Additionally,

Sellers agree not to interfere with the billing process or attempt to circumvent the Seller's Fees in any way.

- (b) Unless otherwise stated, all fees are listed on such invoice and shall be required to be paid in Canadian Dollars.

- (c) Sellers are responsible for all fees and taxes associated with the sale of any Materials through the Website.

4.3 Collection Rights

Bolongo reserves the right to collect all amounts owing to Bolongo by the Seller by various means including but not limited to the use of collection agencies, legal counsel, and direct charge to payment methods that are on file. Sellers will be responsible for all costs of collection (including reasonable solicitor-client costs) in the event Seller fails to pay any amounts due to Bolongo hereunder.

5. REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller shall be deemed to make the following representations and warranties to Bolongo upon the posting of any Materials for sale on the Website:

- (a) The Seller has the right to offer the Materials for sale through the Website;

- (b) The Seller has good and unencumbered title to any Materials offered for sale by Seller through the Website and good and unencumbered title and right to possession to the Materials will pass to the buyer of such Materials at the time of sale; and

- (c) If applicable, the Materials have been lawfully imported into the jurisdiction in which it is currently located and that any applicable tariffs and taxes have been properly paid.

6. INDEMNITY

The Seller shall indemnify and hold harmless Bolongo, its employees and agents against:

- (a) all claims made or proceedings brought by persons entitled or purporting to be entitled to the Materials;
- (b) all claims made or proceedings brought due to any default of the Seller in complying with any applicable legislation;
- (c) all expenses or any other loss or damage whatsoever made, incurred or suffered by Bolongo as a result of any breach by the Seller; and
- (d) all claims whatsoever by any third party which may be brought or made against Bolongo or which Bolongo may suffer, sustain, pay or incur as a result of and to the extent of the acts, faults, errors, omissions or negligence of the Seller.

7. MISCELLANEOUS

7.1 Severability

If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.

7.2 Governing Law

This Seller's Agreement shall be governed in all respects by the laws of Alberta.