

DEALER2DEALER AUCTION

DEALER AGREEMENT

DATE:

This Dealer Agreement is entered into between:

Party 1 (D2D)	Global Carz Pty Ltd (ACN 641 236 768) trading as Dealer 2 Dealer Auction, of Suite 2, Level 2, Building 3, 189 O’Riordan Street, Mascot NSW 2020 (D2D, We, Us or Our)
Party 2 (Dealer)	The dealership identified in the Application Form (Dealer, You or Your)
Together referred to as	the Parties

Background

The following Background is provided for context and may be used to assist in interpreting this Agreement, but does not form part of the operative terms.

- A. D2D operates an online auction platform at www.d2dauction.com.au (**Website**) that enables licensed motor vehicle dealers to buy and sell vehicles through a secure, dealer-only digital auction environment.
- B. The Website is accessible only to verified automotive dealerships and licensed motor vehicle traders who have been approved by D2D following a registration and verification process.
- C. D2D’s role is limited to hosting the Website and facilitating the bidding process. D2D is not the buyer, seller, or owner of any Vehicle listed on the Website, does not hold possession of or title to any Vehicle, and is not a payment intermediary between buyers and sellers.
- D. The Dealer wishes to access and use the Website for the purpose of participating in auctions as a buyer, a seller, or both, in accordance with the terms of this Agreement.
- E. D2D has agreed to grant the Dealer access to the Website on the terms and conditions set out in this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1. In this Agreement, unless the context otherwise requires:

ACL means the Australian Consumer Law, being Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Account means the Dealer’s registered profile used to access the Website and the Auction Services.

Agreement means this Dealer Agreement, together with any Application Form, Schedule, or incorporated documents.

Application Form means the registration or onboarding form completed by the Dealer to apply for access to the Website.

Auction Services means the online vehicle auction services made available through the Website.

Confidential Information has the meaning given in clause 10.2.

D2D, We, Us or Our means Global Carz Pty Ltd (ACN 641 236 768) trading as Dealer 2 Dealer Auction, and includes its related bodies corporate.

Dealer, You or Your means the dealership identified in the Application Form and any authorised representative accessing the Website on its behalf.

Fee means the fixed platform success fee payable by the Dealer (as the Seller) for each vehicle sold, as set out in clause 7.

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property Rights means all current and future rights in relation to copyright, trade marks, designs, patents, trade secrets, and any other proprietary rights, whether registered or unregistered.

Login Details means the username, password, or other access credentials issued to or created by the Dealer.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Vehicle means any motor vehicle listed for sale through the Website by a dealer-seller.

Website means the online auction platform operated by D2D at www.d2dauction.com.au and any associated software, mobile applications, or digital channels.

1.2. In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a person includes an individual, company, partnership, joint venture, association, corporation, or other body corporate;
- (c) a reference to a Party includes that Party's successors and permitted assigns;
- (d) a reference to a statute or legislative instrument includes any amendment, re-enactment, or replacement;
- (e) headings are for convenience only and do not affect interpretation;
- (f) the word "including" is not a word of limitation and is read as if followed by "without limitation";
- (g) a reference to "days" means calendar days unless stated to be "business days";
- (h) a reference to "business days" means a day that is not a Saturday, Sunday, or public holiday in Victoria, Australia;
- (i) if any inconsistency exists between this Agreement and any document incorporated by reference, this Agreement prevails unless expressly stated otherwise;
- (j) the Background does not form part of the operative terms but may be used to assist interpretation; and
- (k) this Agreement is not to be construed against a Party solely because that Party or its advisers were responsible for drafting it.

2. Term

- 2.1. This Agreement commences on the date D2D approves the Dealer's Application Form and issues Login Details (**Commencement Date**) and continues until terminated in accordance with clause 13.
- 2.2. Approval of an Application Form is at D2D's sole discretion. D2D may accept or reject any application without being required to provide reasons.

3. Eligibility, Registration and Verification

- 3.1. Access to the Website is restricted to verified automotive dealerships and licensed motor vehicle traders who hold a current and valid dealer licence (or equivalent) as required by the laws of their State or Territory.
- 3.2. To register, the Dealer must complete an Application Form and provide accurate and complete information, including:
 - (a) dealership trading name and legal entity name;
 - (b) dealer licence or registration number and the relevant State or Territory of issue;
 - (c) registered business address;
 - (d) contact details (authorised signatory name, email address, and phone number);
 - (e) Australian Business Number (ABN); and
 - (f) any other information reasonably requested by D2D.
- 3.3. D2D may verify the Dealer's credentials before approving access. Verification may include dealer licence verification, ASIC or ABN searches, and such other identity or credit checks as D2D considers appropriate.
- 3.4. By entering into this Agreement, the Dealer represents and warrants that:
 - (a) it holds a current and valid motor vehicle dealer licence in its relevant State or Territory;
 - (b) all information provided in the Application Form is accurate, complete, and current; and
 - (c) it will notify D2D promptly in writing of any material change to that information, including any suspension, cancellation, or non-renewal of its dealer licence.
- 3.5. **Ongoing licence obligation** - the Dealer must maintain a current and valid dealer licence throughout the term of this Agreement. If the Dealer's dealer licence is suspended, cancelled, or not renewed, the Dealer must notify D2D immediately. D2D may suspend or terminate this Agreement upon receiving such notice or upon becoming aware of any change to the Dealer's licensing status.
- 3.6. D2D reserves the right to re-verify the Dealer's eligibility at any time and to suspend or terminate access if eligibility requirements are no longer met.

4. Nature of the Website and D2D's Role

- 4.1. **Platform facilitator only** - D2D operates the Website as a technology platform that facilitates vehicle auctions between registered dealer participants. D2D is not the buyer or seller of any Vehicle listed on the Website, does not hold title to or possession of any Vehicle, and is not a party to any vehicle sale contract formed between a dealer-seller and a dealer-buyer.
- 4.2. Each Vehicle listed on the Website is offered for sale by an independent dealer-seller. The contract for the sale and purchase of each Vehicle (**vehicle sale contract**) is formed directly between the dealer-seller and the successful bidder (dealer-buyer). D2D is not a party to that contract.

- 4.3. D2D's role is limited to:
- (a) hosting and operating the auction platform;
 - (b) facilitating the bidding process between registered Dealers; and
 - (c) issuing and collecting the Fee from the Dealer (as a Seller) upon completion of a successful auction.
- 4.4. D2D does not:
- (a) independently inspect, verify, audit, or warrant the accuracy of any Vehicle listing, condition report, or description provided by a dealer-seller;
 - (b) collect or hold Vehicle purchase funds or act as a payment intermediary between buyer and seller; or
 - (c) arrange, manage, or take responsibility for the transportation, delivery, or physical handover of any Vehicle.
- 4.5. Vehicle-specific disputes (including disputes about condition, quality, title, roadworthiness, or description) must be resolved directly between the dealer-buyer and the dealer-seller. D2D may, at its discretion, use reasonable endeavours to assist in facilitating communication, but is not obliged to mediate or arbitrate any vehicle-specific dispute and accepts no liability for the outcome.

5. Website Access

- 5.1. Subject to the terms of this Agreement, D2D grants the Dealer a limited, non-exclusive, non-transferable, revocable right to access and use the Website for the purpose of buying and selling Vehicles through the Auction Services.
- 5.2. Each Dealer Account is individual. Dealers will only have access to their own Account information and submitted listings. Dealer contact details and identity information will be kept confidential during the auction process and will only be disclosed to the relevant counterparty once an auction has successfully concluded and a winning buyer has been declared.
- 5.3. The Dealer is responsible for maintaining the confidentiality and security of its Login Details and Account. The Dealer must not share Login Details with any unauthorised person and is responsible for all activity conducted under its Account.
- 5.4. The Dealer must notify D2D immediately at contact@d2dauction.com.au of any unauthorised use of its Account or Login Details, or any actual or suspected security breach.
- 5.5. The Dealer must not:
- (a) use the Website for any unlawful or unauthorised purpose;
 - (b) interfere with the operation, security, or integrity of the Website or its underlying systems;
 - (c) use automated tools, scripts, bots, or data scraping techniques to access or collect data from the Website without D2D's prior written consent;
 - (d) misrepresent any Vehicle listed on the Website; or
 - (e) attempt to gain unauthorised access to any part of the Website, its related systems, or other Dealers' account information.
- 5.6. D2D may update, modify, or temporarily suspend access to the Website for maintenance, security, or operational reasons and will endeavour to provide reasonable advance notice where practicable.
- 5.7. The Dealer consents to receiving notices, invoices, and documentation from D2D electronically, including by email to the Dealer's registered email address or through links published on the Website.

6. Dealer Participation — Sellers and Buyers

- 6.1. Registered Dealers may participate on the Website as a Seller (listing Vehicles for auction), a Buyer (bidding on Vehicles listed by other Dealers), or as both (ie. as a Seller and as a Buyer).

Seller Obligations

- 6.2. Sellers must provide accurate and complete information when listing a Vehicle, including:
- (a) vehicle identification details (make, model, year, VIN, and odometer reading);
 - (b) a vehicle condition report prepared honestly and in good faith;
 - (c) a reserve price; and
 - (d) images meeting the Website's required standards as published from time to time.
- 6.3. **Seller responsibility for accuracy** - Sellers are solely responsible for the accuracy and completeness of all Vehicle information provided, including condition reports, specifications, and ownership details. D2D does not verify or guarantee the accuracy of Vehicle information submitted by Sellers. By submitting a listing, the Seller warrants that the information is accurate, complete, and not misleading.
- 6.4. D2D reserves the right to:
- (a) request corrections or additional information from a Seller;
 - (b) edit listings for formatting or compliance purposes; and
 - (c) reject or remove listings that contain missing mandatory information, images not meeting required standards, or Vehicle information that is inconsistent, incomplete, or potentially misleading.
- 6.5. **Misrepresentation by Sellers** - if a Vehicle listing is found to contain false, misleading, or materially inaccurate information, D2D may take one or more of the following actions:
- (a) require immediate correction of the listing;
 - (b) temporarily suspend the Seller's Account;
 - (c) restrict the Seller from listing Vehicles for a defined period;
 - (d) recover from the Seller any reasonable costs incurred by D2D as a result of the misrepresentation; or
 - (e) terminate this Agreement in accordance with clause 13.2.

D2D reserves the right to take any action it considers appropriate having regard to the nature and severity of the misrepresentation, and its obligations under the ACL.

Buyer Obligations

For the avoidance of doubt, "**Buyer Obligations**" apply to Buyers only and are included in this Agreement for reference purposes only. Buyers are subject to the "*Dealer2Dealer Auction Standard Terms and Conditions (Buyers)*" which form part of the application process and are available on the Website.

- 6.6. Buyers agree to honour all successful bids and to complete transactions in good faith and in accordance with this Agreement. A successful bid constitutes a binding commitment to purchase the relevant Vehicle on the terms agreed between the Seller and the Buyer.
- 6.7. **Due diligence** - Buyers are responsible for conducting their own due diligence on any Vehicle before placing a bid, including independent inspection where appropriate. By placing a bid, the Buyer acknowledges that it has had an opportunity to inspect the Vehicle or has elected not to do so, and bids on the basis of the information available.

- 6.8. Vehicles sold for \$1,000 or less are sold on a strictly as-is basis. No renegotiation of the purchase price on the basis of vehicle condition will be considered for vehicles in this price category. This does not limit any rights that cannot be excluded under applicable law, including guarantees as to title and undisturbed possession.

7. Fees and Payment

- 7.1. All fees are stated in Australian Dollars (AUD) and are exclusive of GST unless otherwise stated. GST will be added where applicable in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 7.2. The Dealer (as a Seller) will be charged the following Fee by D2D for each vehicle sold through the Website, resulting in a successful auction:
- (a) \$99 (plus GST) for Vehicles sold for a purchase price of less than \$2,000; or
 - (b) \$299 (plus GST) for Vehicles sold for a purchase price of \$2,000 or more.
- 7.3. For the avoidance of doubt, a dealer-buyer is not charged a purchase fee and are not subject to the Fee.
- 7.4. D2D will issue a tax invoice to the Dealer (as a Seller) for each vehicle sold following the conclusion of each successful auction. The Fee must be paid by the Dealer (as a Seller) in full within 7 days of the invoice date. Payment may be processed through third-party payment providers. By using those providers, the Dealer (as a Seller) agrees to comply with their applicable terms and conditions.
- 7.5. Failure by the Dealer (as a Seller) to pay the Fee within the timeframe specified in clause 7.4 may result in suspension or termination of the Dealer's Account and restriction from listing vehicles for future auctions.
- 7.6. **Fee changes** - D2D may update the Fee or introduce new fees from time to time. Updated fees will be published on the Website and notified to the Dealer in writing at least 14 days before taking effect. If the Dealer does not wish to accept updated fees, the Dealer may terminate this Agreement in accordance with clause 13.1 before the effective date of the change. Continued use of the Website after the effective date of a fee change constitutes the Dealer's acceptance of the updated fees.
- 7.7. Any amount owing by the Dealer to D2D under this Agreement that is not paid by the due date will accrue interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) from the due date until the date of payment, without prejudice to any other remedy available to D2D.

8. Vehicle Condition and Disputes

- 8.1. Vehicles are sold on an as-is basis unless otherwise expressly stated in the relevant listing. Buyers are encouraged to inspect vehicles prior to bidding.
- 8.2. Vehicle-specific disputes (including disputes about a Vehicle's condition, quality, title, roadworthiness, or description) are to be resolved directly between the dealer-buyer and the dealer-seller. D2D is not a party to any vehicle sale contract and is not responsible for resolving vehicle-specific disputes.
- 8.3. D2D may, at its discretion, use reasonable endeavours to assist in facilitating communication between the parties to a vehicle dispute, but does not guarantee any particular outcome and is not liable for the outcome of any such dispute.
- 8.4. **Platform and transaction disputes** - if a Dealer has a dispute regarding a Fee charged by D2D or the operation of D2D's platform service (for example, a billing error, an incorrect Fee charge or a system error during bidding), the Dealer must submit a written notice to D2D at contact@d2dauction.com.au within 14 business days of the event giving rise to the dispute. The notice must describe the nature of the dispute, relevant transaction details, and the remedy sought.

- 8.5. D2D will acknowledge receipt of a dispute notice within 5 business days and endeavour to resolve the dispute within 20 business days. If the dispute is not resolved within that period, either Party may escalate the matter in accordance with clause 16.

9. Intellectual Property

- 9.1. All Intellectual Property Rights in the Website, including its content, software, design, and materials, are owned by or licensed to D2D and are protected under the Copyright Act 1968 (Cth) and other applicable laws.
- 9.2. The Dealer must not reproduce, adapt, distribute, or commercialise any content from the Website without D2D's prior written consent.
- 9.3. The Dealer grants D2D a non-exclusive, royalty-free licence to use any Vehicle listing content (including images, descriptions, and condition reports) submitted by the Dealer for the purpose of operating the Website and Auction Services. This licence continues for as long as necessary to operate the Auction Services in connection with the relevant listing and for any archival or compliance purposes thereafter.

10. Confidentiality

- 10.1. Each Party agrees to keep the other Party's Confidential Information strictly confidential and not to disclose it to any third party without the prior written consent of the disclosing Party, except as permitted by this clause.
- 10.2. Confidential Information means any information disclosed by one Party to the other that is by its nature confidential or that is designated as confidential, including:
- (a) pricing, fee structures, and commercial terms;
 - (b) business strategies, plans, and operations;
 - (c) dealer identity, contact details, and account information;
 - (d) Vehicle reserve prices and listing information prior to auction; and
 - (e) any other information that a reasonable person would consider confidential in the circumstances.
- 10.3. Confidential Information does not include information that:
- (a) is or becomes publicly available through no fault of the receiving Party;
 - (b) was already known to the receiving Party at the time of disclosure;
 - (c) is independently developed by the receiving Party without use of the Confidential Information; or
 - (d) is required to be disclosed by law, court order, or regulatory authority, provided the receiving Party gives the disclosing Party reasonable prior written notice where permitted by law.
- 10.4. Each Party agrees to:
- (a) use the other Party's Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement; and
 - (b) restrict access to Confidential Information to those of its personnel who have a genuine need to know it for those purposes, and ensure those personnel are bound by equivalent confidentiality obligations.
- 10.5. This clause survives the termination or expiry of this Agreement for a period of 2 years.

11. Privacy

- 11.1. D2D will handle all Personal Information collected in connection with this Agreement in accordance with its Privacy Policy (available at www.d2dauction.com.au) and in compliance

with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

- 11.2. The Dealer agrees to handle any Personal Information received through the Website (including information about other Dealers or their representatives) in accordance with applicable privacy laws. The Dealer must not use such information for any purpose other than completing transactions facilitated through the Website.
- 11.3. If the Dealer becomes aware of any actual or suspected data breach involving Personal Information obtained through the Website, the Dealer must notify D2D immediately and cooperate with D2D in any required notification or remediation steps under the Privacy Act 1988 (Cth) (including the Notifiable Data Breaches scheme under Part IIIC of that Act).

12. Limitation of Liability

- 12.1. **Platform service liability only** - D2D's liability under this Agreement relates solely to the provision of the platform service. D2D is not liable, in any circumstances, for any loss or damage arising from the condition, quality, title, description, roadworthiness, or sale of any Vehicle listed on the Website. Responsibility for those matters rests with the relevant dealer-seller.
- 12.2. To the extent permitted by law, neither Party is liable to the other for any indirect, incidental, consequential, or special loss or damage, including loss of profit, loss of revenue, loss of business opportunity, or loss of data.
- 12.3. **Aggregate cap** - subject to clause 12.4, D2D's total aggregate liability to the Dealer under or in connection with this Agreement is limited to:
 - (a) the total Fees paid by the Dealer (as a Seller) to D2D in the 2 months immediately preceding the event giving rise to the claim; or
 - (b) \$2,000,whichever is greater.
- 12.4. **Non-excludable rights** - nothing in this Agreement excludes, restricts, or modifies any right or remedy the Dealer may have under the ACL or any other applicable law that cannot be excluded by agreement. The limitations in clauses 12.2 and 12.3 do not apply to:
 - (a) a Party's liability for fraud or wilful misconduct; or
 - (b) any non-excludable statutory guarantee, right, or remedy under the ACL or other applicable law.
- 12.5. Where the ACL applies and D2D is liable for a failure to comply with a guarantee in relation to services not of a kind ordinarily acquired for personal, domestic, or household use, D2D's liability is limited, at D2D's election, to resupplying the services or paying the cost of having the services supplied again.

13. Termination

- 13.1. Either Party may terminate this Agreement by providing 30 days' written notice to the other Party, without cause.
- 13.2. D2D may terminate or suspend this Agreement immediately on written notice to the Dealer if the Dealer:
 - (a) breaches any material term of this Agreement and fails to remedy the breach within 10 business days of written notice from D2D (where the breach is capable of remedy);
 - (b) becomes insolvent, enters voluntary administration, is placed into receivership, or is wound up;
 - (c) has its dealer licence cancelled, suspended, or not renewed;

- (d) fails to pay the Fee by the due date and does not remedy that failure within 10 business days of a payment reminder from D2D; or
 - (e) engages in fraudulent, unlawful, misleading, or seriously inappropriate conduct in connection with the Website.
- 13.3. On termination or expiry of this Agreement:
- (a) the Dealer must immediately cease using the Website and the Login Details will be deactivated; and
 - (b) pay any outstanding Fees to D2D that remain due and payable.
- 13.4. Termination does not affect any accrued rights or obligations of either Party prior to the date of termination.
- 13.5. Clauses 1, 9, 10, 11, 12, 14, and 16 survive termination.

14. Indemnity

- 14.1. To the extent permitted by law, the Dealer agrees to indemnify, defend, and hold harmless D2D, its related bodies corporate, and each of their respective directors, officers, employees, contractors, and agents (Indemnified Parties) from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
- (a) the Dealer's use of the Website or Auction Services;
 - (b) any breach of this Agreement by the Dealer;
 - (c) any Vehicle listing submitted by the Dealer that is false, misleading, or materially inaccurate; or
 - (d) any fraudulent, negligent, or unlawful act or omission by the Dealer in connection with the Website.
- 14.2. The indemnity in clause 14.1 does not apply to the extent that a claim arises from the Indemnified Parties' own breach of non-excludable statutory obligations, fraud, or wilful misconduct.

15. Anti-Social Forces

- 15.1. Each Party represents and warrants that neither it, nor any of its officers, directors, employees, or related entities, is or has been within the past 5 years:
- (a) an organised crime group or a member of an organised crime group;
 - (b) a corporate extortionist, extremist organisation, or similar group; or
 - (c) a group or individual that seeks economic gain through violence, threats, fraud, obstruction of business, or other illegal means (collectively, Anti-Social Forces).
- 15.2. Each Party covenants that it will not:
- (a) have any direct or indirect relationship with Anti-Social Forces;
 - (b) use Anti-Social Forces for the purpose of exerting undue influence or interfering with the other Party's business; or
 - (c) provide funding or benefits to Anti-Social Forces.
- 15.3. Either Party may terminate this Agreement immediately without notice if the other Party breaches clauses 15.1 or 15.2.

16. Dispute Resolution

- 16.1. If a dispute arises between the Parties in connection with this Agreement, the Parties must attempt to resolve the dispute through good faith negotiation before commencing legal

proceedings.

- 16.2. A Party wishing to invoke this clause must provide written notice to the other Party identifying the dispute (**Dispute Notice**). The Parties must meet (in person, by phone, or by video conference) within 10 business days of the Dispute Notice to attempt to resolve the dispute.
- 16.3. If the dispute is not resolved within 14 business days of the Dispute Notice (or such longer period as the Parties agree in writing), either Party may refer the matter to mediation administered by the Resolution Institute (or a mutually agreed mediator). The costs of mediation are to be shared equally unless otherwise agreed.
- 16.4. Nothing in this clause prevents a Party from seeking urgent injunctive or other equitable relief from a court.

17. General

- 17.1. **Governing Law** - this Agreement is governed by the laws of Victoria, Australia. The Parties submit to the exclusive jurisdiction of the courts of Victoria for the resolution of any dispute arising out of or in connection with this Agreement, without limiting any right to seek urgent interlocutory relief in any other jurisdiction. This clause does not exclude the application of mandatory provisions of Commonwealth law, including the ACL.
- 17.2. **Entire Agreement** - this Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior representations, understandings, and agreements. Nothing in this clause limits any non-excludable right either Party has under applicable law.
- 17.3. **Amendments** - the terms of this Agreement may be amended only by written agreement signed by authorised representatives of both Parties, except as provided in clause 7.6 (fee changes).
- 17.4. **Severability** - if any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed and the remaining provisions will continue in full force and effect.
- 17.5. **Waiver** - a Party's failure to enforce any provision of this Agreement does not constitute a waiver of that Party's right to enforce it at a later time.
- 17.6. **Force Majeure** - neither Party is liable for any delay or failure to perform its obligations under this Agreement caused by events beyond its reasonable control, including natural disasters, government action, power or telecommunications failure, labour disputes, or failures of third-party technology providers (including auction platform providers). A Party seeking to rely on this clause must notify the other Party promptly and use reasonable endeavours to minimise the impact of the event.
- 17.7. **Relationship of Parties** - nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.
- 17.8. **Assignment** - the Dealer must not assign or novate this Agreement, or any rights or obligations under it, without D2D's prior written consent. D2D may assign this Agreement to a related body corporate or in connection with a sale or transfer of its business, on written notice to the Dealer.
- 17.9. **Notices** - notices under this Agreement must be in writing and delivered by email to the other Party's registered email address, or by post to the other Party's registered address. Notices are deemed received:
 - (a) on the next business day if sent by email (provided no delivery failure notification is received); or
 - (b) 3 business days after posting.
- 17.10. **Electronic Execution** - this Agreement may be executed electronically, including through an Application Form submitted via the Website. Such execution is valid and binding in

accordance with the Electronic Transactions Act 2000 (Vic) and the Electronic Transactions Act 1999 (Cth).

17.11. **Counterparts** - this Agreement may be executed in counterparts, each of which constitutes an original and which together form one and the same agreement.

EXECUTION

By signing below (or by submitting an Application Form that is approved by D2D), each Party acknowledges that it has read, understood, and agrees to be bound by this Agreement.

SIGNED for and on behalf of Global Carz Pty Ltd t/a Dealer 2 Dealer Auction (D2D):

Signature	
Full Name	
Title / Position	
Date	

SIGNED for and on behalf of the Dealer:

Dealership Legal Name	
Trading Name (if different)	
ABN	
Dealer Licence Number	
State / Territory of Licence	
Authorised Signatory Name	
Title / Position	
Signature	
Date	