

ASSET MARKETING AGREEMENT

Boss Auctions Inc. ("Boss"), is in the business of marketing and selling assets in live auctions and in an online/webcast environment, and (the "Seller") desires to engage Boss as its agent to sell the assets as more fully described herein. Therefore, in consideration of the covenants contained herein, Boss and the Seller (individually, each "Party," and together, the "Parties") do hereby agree as follows (the "Agreement"):

I. Engagement and Agreement to Market Assets

A. The Seller hereby engages Boss as its marketing and sales agent, and Boss hereby accepts such engagement, with respect to various equipment as identified by the Company described on Exhibit A (the "Assets")

B. Boss will conduct a live public auction in synchronization with an online/webcast sale (hosted by Bidspotter Inc.) among other items, the Assets at the premises of (Company Name) _____ located at (Full Address) _____.

II. Exclusivity

In order to permit successful marketing of the Assets, the Seller grants to Boss the right to sell the Assets for a period beginning on the date hereof and continuing through two weeks after the Auction. The Seller acknowledges that Boss or its affiliated entities may be engaged to sell or market similar assets by other persons or entities, and that any such engagement shall not constitute or be deemed to be a violation of this Agreement. All inquiries regarding the Assets made to the Seller shall be redirected to Boss.

III. Method of Sale and Certain Covenants

In connection with the services to be provided by Boss hereunder, Boss will:

- (i) prepare the Assets for sale in a manner, which in Boss's judgment, would be designed to enhance the net recovery on the Assets, including establish appropriate reserves for the Assets.
- (ii) provide fully qualified, and experienced personnel who will sell the Assets "as is" "where is" and in accordance with the terms of this Agreement; and
- (iii) forward all proceeds to the Seller pursuant to the Seller's direction within two weeks after the collection of the funds.

Representations and Covenants Sale is “As is Where is”

- A. Boss represents and warrants to the Seller that (ii) Boss has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent

or approval is required for Boss to enter into and deliver the Agreement and to perform its obligations under the Agreement, and (ii) no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for Boss's consummation of, the transactions contemplated by this Agreement.

- B. Seller represents and warrants to Boss that (ii) the Seller has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Seller to enter into and deliver the Agreement and to perform its obligations under the Agreement, and (ii) no court order or decree of any federal, province or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Seller's consummation of, the transactions contemplated by this Agreement.

- C. All Assets will be sold on an “As Is, Where Is” basis and Boss shall not be required to grant any assurances, representations and warranties with respect to same, nor shall Boss be liable for any claims relating to condition, operational considerations and the like of all Assets, and the Seller covenants and agrees to indemnify and hold Boss harmless with respect to any and all such claims.

III. Commission Payable to Boss

- A. In consideration of its services hereunder, Boss shall be entitled to charge a buyer's premium commission sales fee of 18% of "Gross Proceeds". "Gross Proceeds" shall be defined as cumulative gross proceeds from the sale of the Assets, exclusive of all carrier costs and taxes.
- B. Boss hereby agrees to indemnify and hold the Seller harmless from any and all claims by any buyer or prospective buyer of the Assets based on (i) Boss's breach of any of its material obligations, representations or warranties hereunder and/or (ii) any false or misleading statements or material omissions made by Boss regarding the Assets.
- C. Notwithstanding anything to the contrary contained herein, in no event shall Boss be liable for any lost or anticipated profits or any incidental, exemplary, special or consequential damages and Boss's liability for actual damages from any cause whatsoever and regardless of the form of the action shall be limited to the buyer's premium, if any, received by Boss under this Agreement.
- D. Boss will charge, collect, and submit the HST to the government authorities as per its HST remittance number and all applicable law.
- E. Seller hereby agrees to a Marketing Fee of \$300.00 per lot item, to be deducted from gross proceeds of the sale.

V. Insurance.

The Seller agrees that at no time will Boss be the insurer of the Assets and that the Seller must ensure that all commercially reasonable coverage is maintained and in place at all times.

- K. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, without giving effect to conflict of law's provisions.

Unless otherwise requested and documented, the Seller agrees there has been no minimum sales price established for said assets attached as exhibit A, and these assets will be sold at auction subject to the consent of the Seller.

FOB (Freight on Board) – Lot Location Terms

All assets are sold FOB (Freight on Board) at the lot location.

The seller is REQUIRED to publish a set loading fee for placement of each item onto a truck for domestic transportation.

These FOB loading fees are collected by BOSS Auctions and included on the auction invoice as a convenience to the buyer, on behalf of the seller.

Buyer Responsibilities

- Registered bidders are solely responsible for arranging the retrieval and transportation of purchased assets.
- All loading and pickup must be conducted by appointment only, during the period of November 17 to November 20, 2025.

Third-Party Machinery Rigger Requirement

If a third-party machinery rigger is required to complete the FOB loading, the seller must designate the rigger and publish a set loading fee for the service.

All registered bidders must use the seller-assigned rigger for machinery handling and loading.

As with standard loading, these fees will be collected by BOSS Auctions and included on the buyer's invoice.

Additional Services

Any special skidding, crating, or load securing required beyond standard loading may incur additional charges, payable directly to the rigger or seller.

IX. Miscellaneous

The Parties hereto are acting as independent contractors, and nothing contained herein shall be deemed to create any other type of partnership, joint venturer or other relationship.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date written below.

[insert name of Seller corporation] Per:

Name:

Title:

I have the authority to bind the corporation.

Boss Auctions Inc.

Per:

Name: Wesley Love.

Title: Director

I have authority to bind the corporation

Exhibit A ASSET LISTING