

SELLER SUPPLEMENTAL TERMS AND CONDITIONS RESERVE AUCTION FORMAT

The following supplemental terms and conditions for reserve auctions (the "**Reserve Auction Terms**") apply to any RB Marketplace Listing where the Sales Agreement indicates the Equipment will be sold using the reserve auction format and are in addition to the terms and conditions set out in the Seller Terms. Where Equipment is sold using the reserve auction format on the RB Marketplace, the Reserve Auction Terms are automatically incorporated by reference into the Agreement. Unless otherwise defined in these Reserve Auction Terms, capitalized words have the meanings provided in the Seller Agreement.

1. **Reserve Auction Sale.** The minimum price that bidders must meet or exceed in the Auction Event (a "**Reserve Price**") for a unit of Equipment will be agreed upon by you and us and indicated on Schedule A or Schedule B, as applicable. You agree that RB Group will automatically accept the highest bid and award the Equipment to the high bidder if the Reserve Price has been met. Unless agreed by us in writing, the Reserve Price will not exceed 95% of the estimated auction value of the Equipment as determined by RB Group acting reasonably.
2. **Reserve Price Not Met.** If the Reserve Price for Equipment is not met, you hereby grant RB Group the exclusive right for up to seven (7) business days after the close of the Auction Event (the "**Negotiation Period**") to negotiate with bidders on your behalf to complete the sale of your Equipment (a "**Negotiated Sale**"). Any such Negotiated Sale is subject to your prior approval. You will have the option to (a) accept offers lower than the Reserve Price within two (2) business days of receiving notification of the offer from us (the "**Acceptance Period**"); (b) counter offers lower than the Reserve Price with a higher offer ("Counter Offer") within the Acceptance Period; or (c) reject bids lower than the Reserve Price within the Acceptance Period. Counter Offers are valid for up to two (2) business days. However, only one Counter Offer can be valid at any time; the last Counter Offer you issue supersedes and invalidates any previous Counter Offers. Upon acceptance by you of an offer or by a bidder of a Counter Offer, the Negotiated Sale becomes binding and you are legally bound to complete the transaction. All applicable terms and conditions of this Agreement shall apply to the transaction. You and the buyer will be notified of the formation of an agreement by an email or other notification that is generated automatically by RB Group. Subject to RB Group's receipt of payment for the Equipment and prior to RB Group paying any monies due to you, you shall, upon our request, execute a bill of sale, if applicable, and such other documentation as may be reasonably necessary to transfer ownership of the Equipment to the buyer in the Negotiated Sale.
3. **Negotiated Sale Not Completed.** In the event that you do not approve a Negotiated Sale or the Negotiated Sale does not complete, you will have the option to: (a) put the unsold Equipment into a subsequent reserve auction on the RB Marketplace provided that you agree to reduce the Reserve Price by at least ten percent (10%) from the previous price; (b) list the Equipment on the IP Marketplace in accordance with the Agreement; (c) move the unsold Equipment to a subsequent unreserved auction on the RB Marketplace; or (d) take-back the Equipment after payment to us of any approved Make-Ready or transportation costs incurred by us. If you elect not to resell the Equipment with us and fail to remove the Equipment within ten (10) calendar days after the close of the Negotiation Period from our Site or third-party Sale Site, the Equipment will be subject to storage fees as specified in Section D of the Seller Terms starting on the eleventh day.