

PROFESSIONAL SERVICE NETWORK



FORD MOTOR COMPANY OF CANADA, LIMITED

FORD PROFESSIONAL SERVICE NETWORK

IRF Terms and Conditions

General Information

The Ford Professional Service Network (the "**PSN**") is a loyalty program supported by Ford Motor Company of Canada, Limited ("**Ford**"). There is no charge to join the PSN, but membership in the PSN ("**Membership**") is by dealer invitation only and each PSN member ("**Member**") must be initially sponsored by a Ford or Lincoln dealership (the "**Sponsoring Dealer**"). Membership entitles a Member to receive certain one-time benefits and to earn Purchase Incentives towards its Purchase Targets (both as described below). Members meeting their Purchase Targets shall receive funds in the dollar amount equal to the Member's claimed Purchase Incentives (the "**Rewards**").

Membership is subject to these IRF Terms and Conditions, as they may be amended or updated from time to time.

Eligibility

Membership is only open to an independent repair facility ("**IRF**") that meets the following eligibility criteria:

- maintains all required business registrations and employs at least one licensed technician;
- maintains at least one service bay open to the public;
- has a valid GST registration number;
- if the IRF is a sole proprietorship, the person is at least 18 years of age and is operating the IRF solely for business / commercial purposes;
- sponsored by a Sponsoring Dealer; and
- approved by Ford in its absolute discretion.

Without prejudice to the generality of the foregoing, the following are not eligible for Membership:

- New vehicle dealerships and used vehicle dealerships affiliated with any new vehicle dealership; and
- Fleet companies, being entities that purchase or lease vehicles for use in their day-to-day business.

Membership

If you have multiple stores, each store must be sponsored individually. Membership and Rewards are not transferable to other businesses or individuals. There is no fee to apply for Membership.

A Sponsoring Dealer has provided you with its unique sponsor code (the "**Sponsor Code**"). To accept the Sponsoring Dealer's nomination and apply for Membership, you must submit the Sponsor Code, provide a previous invoice, complete the Independent Repair Facility Application Form and agree to these IRF Terms and Conditions. The Sponsoring Dealer must not charge you any fee for applying for Membership in the PSN.

Neither nomination by a Sponsoring Dealer nor application by an IRF shall constitute Membership in the PSN. Membership is subject to approval by Ford in its absolute discretion.

One-Time Network Benefits

Upon acceptance by Ford of your enrolment in the Network, you shall be provided with the following onetime benefits:

1. Welcome Point-of-Sale Kit ("Welcome POS Kit"). The Sponsoring Dealer will deliver the Welcome POS Kit to the address indicated on your Independent Repair Facility Application Form; and

2. Motorcraft Technical Service Information for all Ford vehicle lines for model years 1994-Current ("TSI Subscription"). The Sponsoring Dealer will provide you with login credentials that provide access to the TSI Subscription containing workshop manuals, wiring diagram manuals, powertrain control/emissions diagnosis manuals, technical service bulletins, field service action bulletins (including recalls) and more. The login credentials will be sent to the email address provided in your Enrolment Form. The TSI Subscription is available through motorcraftservice.com (the "Website"). Neither the Sponsoring Dealer nor Ford control the content of the Website or provide technical support for the Website. Professional online training modules may be available for purchase on the Website for an additional cost. If you already have access to the TSI Subscription from the Sponsoring Dealer or another Ford or Ford/Lincoln dealer through another Ford program, you will not receive a second TSI Subscription.

Earning Purchase Incentives and Rewards

Members are entitled to earn certain purchase incentives (the "**Purchase Incentives**") if they meet or exceed purchase targets set by Ford (the "**Purchase Targets**" or "**Targets**") for Eligible Purchases (described below) based on sales transaction data.

Calculation of the Purchase Incentives is based upon the net price paid for the purchase of Ford, Motorcraft and Omnicraft parts (including accessories) at a Ford or Lincoln dealer in Canada (other than Ford collision parts, tires and core charges) ("**Eligible Purchases**") exclusive of any credits / rebates or other deductions and applicable taxes and/or fees.

The Purchase Incentives and Targets shall be set by Ford from time to time in its absolute discretion and shall vary based on your sales history. Purchase Incentives and Targets shall be made available to you and your Sponsoring Dealer at www.psnglobal.com (the "**PSN Website**").

The periods during which Eligible Purchases are applied to Purchase Targets (the "**Program Period**") shall be set by Ford from time to time in its absolute discretion and may vary between Members. Program Periods shall be made available to you and your Sponsoring Dealer at the PSN Website.

IRFs accepted into the PSN after the start date of a Program Period may earn Purchase Incentives for that Program Period provided they become Members by the last day of such Program Period.

Sales transaction data is based on the Sponsoring Dealer's sale prices.

Throughout the Membership, a Member's Eligible Purchases will be tracked by Ford through transaction data and applied towards the Member's Purchase Targets.

If and when you meet your Purchase Targets, you shall receive Rewards to be issued in a method of Ford's sole choosing.

Participation

(a) Each Member is assigned Purchase Targets determined by Ford based on historical sales transaction data and the characteristics of the Member. Ford, at its sole discretion, at any time, may modify and/or update the Purchase Targets.

(b) Members must make Eligible Purchases from a Ford or Lincoln dealership within the applicable Program Period. Members are not restricted to making Eligible Purchases from their Sponsoring Dealer and may make Eligible Purchases from all Ford or Lincoln dealers in Canada.

(c) Members receive credit for an Eligible Purchase towards their Purchase Targets when a Ford or Lincoln dealership processes or closes an invoice. If an invoice is opened at the end of a Program Period but closed during the next Program Period, the Member receives credit towards its Targets when the invoice is closed.

(d) Any parts that are returned will be deemed returned as the date of the actual physical return and the amount of such returned part will be automatically deducted from the Member's Eligible Purchases.

(e) While core charges will appear on invoices and are refundable, they are excluded from Eligible Purchases and will not count towards Purchase Incentives.

(f) Collision part purchases are not Eligible Purchases and will not be credited towards Members' Purchase Targets.

(g) Tire purchases are not Eligible Purchases and will not be credited towards Members' Purchase Targets.

(h) Members can only earn Purchase Incentives by making Eligible Purchases to meet Targets on the terms set out herein.

(i) When a Member has met its Purchase Targets, it will receive Rewards.

(j) Members must claim their Rewards through the PSNglobal.com website.

(k) Once claimed, Rewards will be paid by Ford in a method of Ford's sole choosing.

(l) Payment will be issued in the Member's registered business name.

(m) Rewards shall not exceed \$5,000 per Program Period for any Member.

(n) Ford reserves the right to audit and verify all PSN purchase and sales data to determine eligibility.

(o) If Ford determines that that a Member has engaged in fraud or intentional misrepresentation all Purchase Incentives and Rewards shall be immediately cancelled, the Member will be expelled from the PSN, its

Membership terminated and the Member shall be ineligible to participate in any future incentive programs supported by Ford.

(p) Ford, in its sole discretion, may amend these IRF Terms and Conditions, including, but not limited to: (i) Purchase Targets; (ii) Purchase Incentives and Rewards; (iii) Program Periods. Such changes shall be communicated to Members.

(q) Once a Member's Purchase Incentives for a Program Period have been calculated by Ford, Ford shall send the Member an email with instructions for claiming such Purchase Incentives. If Purchase Incentives are not claimed by the Member within twenty-one (21) days of receipt of such email (the "Redemption Period"), such Purchase Incentives shall lapse and be forfeited by the Member.

(r) A Member may apply to Ford to claim Purchase Incentives outside of the Redemption Period. Any such request must be sent by email to Ford at support@psncanada.com (English) or RSP@fordhq.ca (French) within thirty (30) days of the end of the applicable Program Period. The Member must have a valid reason for not claiming their award within the Redemption Period. Ford will consider claims made beyond the Redemption Period on a case by-case basis. Ford, at its sole discretion, will determine whether or not to allow a Member to claim Purchase Incentives outside of the Redemption Period.

(s) Ford reserves the right to periodically review and determine the eligibility of any Member or IRF applying to the PSN.

(t) A Member must be active in PSN. To be an active Member, the Member must make recurring Eligible Purchases from a Ford or Lincoln dealership. A Member would be deemed inactive if there are no Eligible Purchases from a Ford or Lincoln dealership for a one (1) year period. Inactive members are subject to termination. Ford will make a reasonable effort to notify the Member 60 days prior to termination for inactivity.

Privacy Notice and Member Communications

To enroll in the PSN, you will be required to provide your name, address and email address to enable the Sponsoring Dealer and Ford to administer the PSN. Your email may be used to send you PSN communications from the Sponsoring Dealer and/or Ford.

By participating in the PSN you expressly agree to the collection, use and disclosure of your personal information by the Sponsoring Dealer and by Ford and its service providers for the purposes of administering the PSN. You understand and consent to the collection, use, processing, storage, transfer, and disclosure of your personally identifiable and non-personally identifiable information across country borders and to and in the United States which may have different levels of privacy protection than in Canada. If you do not consent or do not wish to disclose this information, you may not participate in the PSN.

By participating in the PSN, you expressly agree and consent, as permitted by applicable law, to the disclosure or transfer of your personal information to a third party during the course of, or completion of, a change in ownership of or the grant of a security interest in, all or a part of the Sponsoring Dealer through, for example, an asset or share sale, or some other form of business combination, merger or joint venture, provided that such party is bound by appropriate agreements or obligations and required to use or disclose your personal information in a manner consistent with the use and disclosure provisions of these IRF Terms and Conditions, unless you consent otherwise. You also expressly agree and consent, as permitted by applicable law, to the disclosure or transfer of your personal information to a third party dealership for that dealership to apply your

Rewards in the event that your Sponsoring Dealer is no longer operating and such third party dealership agrees, provided that such dealer is bound by appropriate agreements or obligations and required to use or disclose your personal information in a manner consistent with the use and disclosure provisions of these IRF Terms and Conditions, unless you consent otherwise.

You are solely responsible for the accuracy of all information provided and any representations made including regarding your email address and account and the reliance of any party upon such information or representations. Failure to provide an accurate email address will result in failure to receive PSN communications, including any cancellation and/or termination notification.

Personal information files will be maintained by the Sponsoring Dealer and Ford, at their offices or on their servers. Authorized employees, agents and service providers of the Sponsoring Dealer and Ford will have access to personal information in connection with their job responsibilities.

Please contact the Privacy Officer at the Sponsoring Dealer to obtain the Sponsoring Dealer's Privacy Policy, including the Sponsoring Dealer's service provider practices, or to access or correct your personal information or if you do not want to receive marketing communications (deletion from marketing lists) from your Sponsoring Dealer. Each Ford or Ford/Lincoln dealership is a separate legal entity, independent from each other and from Ford. As such, each dealership has its own privacy practices. Ford is not responsible for these privacy practices

Please visit www.ford.ca to obtain Ford's Privacy Policy and contact information for Ford's Privacy Officer, to whom questions or requests for access, correction or consent withdrawal can be directed.

If you do not want to receive communications about the PSN, please send an email to support@psncanada.com (English) or RSP@fordhq.ca (French). Your unsubscribe request will be processed within 10 business days of notification.

Membership Cancellation

You may cancel your Membership at any time by notifying the Sponsoring Dealer or support@psncanada.com (English) or RSP@fordhq.ca (French). All Rewards will immediately be forfeited upon Membership cancellation.

Membership Termination

Participation in the PSN is a privilege granted to Members, and as such your Membership can be suspended, revoked, or terminated at any time by Ford for any reason. Ford will notify you of the termination of your Membership. You understand and agree that in the event of termination of Membership all of your Rewards will immediately be forfeited.

Sponsoring Dealer Cancellation

The Sponsoring Dealer may at any time cancel its participation in the PSN. Ford may advise the Member(s) of the effective date of the Dealer's cancellation for and on behalf of the Dealer. A Members' Membership shall be unaffected by the cancellation of a Sponsoring Dealer from PSN.

Network Changes and Network Termination

Ford reserves the right to change or terminate the PSN, or parts thereof, at any time, subject to all relevant and current applicable laws and without further obligations to Members, including, but not limited to, modifications which: a.) govern Rewards earned on and after the date of the change; or, b.) change the value of already accumulated Rewards.

Ford and/or your Sponsoring Dealer will notify you of any changes to the PSN and will send you any amended IRF Terms and Conditions to the email address provided on your Independent Repair Facility Application Form. You may cancel your Membership at any time by notifying the Sponsoring Dealer, emailing support@psncanada.com (English) or RSP@fordhq.ca (French) or at www.psnglobal.com. If you do not cancel your Membership within 30 days of having received notice of the change to the Network or the amended IRF Terms and Conditions, you will be deemed to agree to the change or amended IRF Terms and Conditions. To obtain a copy of the current IRF Terms and Conditions, contact your Sponsoring Dealer, go to www.psnglobal.com or email support@psncanada.com (English) or RSP@fordhq.ca (French). To determine the current date of these IRF Terms and Conditions, refer to the modification date at the bottom of this document.

The PSN is considered to be terminated as of the date that a termination letter is sent to all Members (the "**Termination Date**"). No Rewards may be earned or redeemed after the Termination Date.

Limitation of Liability

Membership and Rewards shall be considered void where prohibited by law. Taxes apply where required by law.

The Sponsoring Dealer and Ford each assume no liability for any Member's participation that contravenes the laws or regulations of the Members' province of residence or of Canada.

The Sponsoring Dealer and Ford are not responsible or liable for any disputes regarding the eligibility of a person to obtain or redeem Rewards.

The Sponsoring Dealer and Ford make no warranties, representations, indemnities or guarantees whatsoever with respect to the Network, either express or implied, including any warranty or condition of merchantability, condition, quality, durability or fitness. In no event shall the Sponsoring Dealer or Ford be liable for any damages to a Member arising out of or in connection with the use or performance of the PSN or under these IRF Terms and Conditions. Without limiting the foregoing, no act, omission or other failure of the Sponsoring Dealer or Ford or of their contractors, or the PSN software and hardware shall allow Members to recover any damages of any kind, including, without limit, actual, consequential, lost profits, special, indirect or incidental damages, even if the Sponsoring Dealer or Ford and/or their contractors knew or should have known about the possibility of the damages.

Language

The parties have expressly requested that these IRF Terms and Conditions and all documents, including notices, related hereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention, ainsi que tous documents, y compris avis, connexes soient rédigés en anglais.*

Entire Agreement

The Independent Repair Facility Application Form is incorporated into and forms part of these IRF Terms and Conditions which constitutes the entire agreement between the parties.

Governing Law; Jurisdiction

These IRF Terms and Conditions are governed by the laws of Ontario and federal laws applicable therein and you attorn to the exclusive jurisdiction of the courts of Ontario.

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