



Shift Operations LLC
2525 16th Street, Ste 310
San Francisco, CA 94103
1-(855) 575-6739
support@shift.com

PURCHASE AGREEMENT

This Purchase Agreement (the “Agreement”) is made by and between the individual(s) listed below as Owner(s) and Shift Operations LLC, a Delaware limited liability company with its principal place of business at 2525 16th Street, Ste 310, San Francisco, California, 94103 (“Shift”). Shift and Owner may be referred to herein individually as a “Party” or together as the “Parties.” This Agreement consists of the Key Information Table and all Terms and Conditions, Exhibits and Schedules hereto, which are incorporated herein by reference and made a part of this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY AS IT CONTAINS IMPORTANT TERMS AND CONDITIONS GOVERNING YOUR RELATIONSHIP WITH SHIFT.

Key Information Table:

| Owner | | |
|--|----------------|-------------|
| Name | Street Address | |
| City | State | Zip |
| Email | Phone | |
| Vehicle Description | | |
| Year | Make | Model |
| VIN | Odometer | |
| Trim | Transmission | Drivetrain |
| Engine Size | Accidents | |
| Options | | |
| Payment | | |
| Final Payment Amount (including Loan Payoff Amount, if applicable) | \$ | |
| <p><i>By signing below, Owner agrees to all terms and conditions of this Agreement. Owner acknowledges that he or she has read and understands this Agreement in full and that no other agreement has been made between Shift and Owner.</i></p> | | |
| Owner signature: _____ | | Date: _____ |



Terms & Conditions:

1. OWNER WARRANTIES

Except in the case of a vehicle Loan (as described in Section 2), Owner represents and warrants that Owner possesses good, clear and valid title to and current registration for the vehicle described above in the Key Information Table (the "Vehicle"). Owner warrants that the Vehicle is owned solely and exclusively by Owner, and that other than liens in place in connection with a Loan and previously disclosed to Shift, there are no liens, encumbrances, or judgments on the Vehicle of any kind or nature, including outstanding claims related to state, local or federal taxes and amounts owed in connection with any traffic or motor vehicle violations.

Owner further represents and warrants that the description of the Vehicle set forth in the Key Information Table above is true and correct, and the Vehicle is free of any undisclosed defects known to Owner. Owner warrants that the Vehicle has a clean title and history, and that Owner has disclosed to Shift any accidents or repairs known to Owner involving the Vehicle, whether reported or unreported on any applicable Vehicle history report. Owner warrants that Vehicle is free of structural or frame damage, material mechanical deficiencies, rust, salvage or branded title, odometer rollbacks or misreadings, and aftermarket modifications, has never experienced engine failure, and has never been reported stolen, involved in any accident in which the Vehicle's airbags were deployed and is not currently subject to any open safety recalls, as reported by the National Highway Transportation Safety Administration. Shift shall have the right to perform due diligence to verify that all representations made by Owner are true, complete and correct. Shift may void this Agreement at any time should Shift determine that any representation made by Owner, including with respect to the information set forth in the Key Information Table, is not true, complete or correct.

Owner agrees to sign and deliver to Shift any documentation pertaining to the ownership, history or condition of the Vehicle necessary to complete a sale or transfer of the Vehicle to a purchasing person or entity (a "Buyer"), in a form and at a time satisfactory to Shift, as Shift may reasonably request. In the event all necessary proof of insurance, ownership records and title documents are not received within 15 days of the date on which the Vehicle is picked up from the Owner or delivered by Owner to Shift (the "Pickup Date") or otherwise as reasonably requested by Shift, Shift shall have the right to either (i) charge Owner a one-time \$_____ late paperwork fee and adjust the pricing and payment terms of this Agreement or (ii) terminate this Agreement and return the Vehicle to Owner, in Shift's sole discretion.

2. VEHICLE TITLE

Owner agrees to transfer Owner's certificate of title and related Vehicle ownership documentation to Shift. Upon execution of this Agreement, and transfer of title and related documentation to Shift, Shift shall have the sole and exclusive rights to the Vehicle and may, in its sole and absolute discretion, market and facilitate its subsequent sale to any Buyer.

If the Vehicle is subject to any loan, note, security agreement or other similar lending agreement or interest of any nature (each, a "Loan"), Owner has disclosed such Loan to Shift and shall promptly provide Shift with a payoff information statement (the "Payoff Information Statement") containing all relevant bank information and Loan details, including at a minimum:

- **Maturity Date** - the date upon which any Loan must be paid in full
- **Principal Amount Outstanding** - total principal amount remaining outstanding on any Loan
- **Payoff Amount** (if different from Principal Amount Outstanding) - payment amount required by bank or lending institution to satisfy any Loan and fully release all associated liens on vehicle (the "Loan Payoff Amount")
- **Payoff Statement Expiration Date** - date upon which the above information contained in the Payoff Information Statement will no longer be accurate or complete
- **Bank Payment Information** - Name of the bank or lending institution holding the Loan, as well as applicable contact information, address and payment account information (including routing



and account numbers)

Shift may arrange for or otherwise facilitate the payoff of any amounts still owed in connection with any Loan. All amounts owed in connection with the Loan must be paid off completely, including any fees or charges incurred in connection with discharging the Loan, prior to transfer of ownership of the Vehicle to Shift. Notwithstanding anything to the contrary contained in this Agreement, any amounts paid or expenses incurred by Shift to discharge any Loan shall be subtracted from amounts otherwise due to Owner under this Agreement. Owner agrees to sign any and all documentation required to release all prior liens or other encumbrances and transfer ownership of the Vehicle upon sale of the Vehicle to Shift.

3. 2 DAY INSPECTION & CONDITIONAL SALE PERIOD AND SHIFT CANCELLATION RIGHT

Owner acknowledges and agrees that the sale of the Vehicle from Owner to Shift is subject to Shift's right to inspect the Vehicle within the 2 business day period after the Pickup Date (the "Inspection" and such 2 business day period, the "Conditional Sale Period") and to cancel the sale and return the Vehicle to the Owner if Shift determines in its sole discretion that any of the material issues listed in **Exhibit A** are present (the "Cancellation Right"). In the event that Shift determines, in its sole discretion, during the Conditional Sale Period, that any of the material issues set forth on Exhibit A are present, Shift will inform Owner that Shift is exercising its right to cancel the sale and not purchase the Vehicle from Owner. Should Shift exercise its Cancellation Right and elect not to purchase the Vehicle, the Vehicle will be returned to Owner and this Agreement will terminate.

4. VEHICLE PRICING & PURCHASE

Shift uses a proprietary pricing algorithm that leverages real-time market data, common industry pricing materials, and unique vehicle features to appraise a vehicle. Using this algorithm, Shift will generate a Guaranteed Payment for the Vehicle. Following the Inspection and Conditional Sale Period, if Shift does not exercise the Cancellation Right, Shift shall purchase the Vehicle from Owner, free and clear of all liens, by paying to Owner the Final Payment amount listed in the Key Information Table, less the Loan Payoff Amount and any amounts due and owing from Owner to Shift pursuant to the terms and conditions of this agreement (the "Purchase"). From and after the Purchase, Shift shall own all right title and interest in and to the Vehicle, and shall be permitted to sell the Vehicle to any Buyer. If Shift does not exercise the Cancellation Right during the Conditional Sale Period, the Vehicle Purchase transaction shall be final and irrevocable, and following the Purchase, Owner shall have no further rights, title or interest in or to the Vehicle. Shift shall not be responsible for any items of any nature left in the Vehicle at time of pickup or delivery.

5. ADDITIONAL FEES. In the event that Owner requests, and Shift agrees to provide, any additional products or services to Owner in connection with this Agreement and/or Shift's Purchase of the Vehicle, additional fees or charges may apply. Such fees or charges shall be communicated to Owner and agreed upon in advance.

6. CREDITS. Shift may from time to time offer credits, points of similar units of value ("Credits") from one of our partners as part of the consideration for the Vehicle. If any part of the consideration you are receiving for the Vehicle is in the form of Credits from one of our partners, the issuance and use of those Credits is subject to the terms and conditions published by that partner from time to time, which you are responsible for reviewing.

7. ABANDONMENT

If at any point during the Term of this Agreement Owner fails to respond to reasonable attempts by Shift to contact Owner, including but not limited to attempts by Shift to secure necessary proof of title, ownership or any documents required for the proper transfer of ownership to Shift or to a Buyer, for a period of thirty (30) calendar days or more without prior notice, Shift reserves the right to engage a third party to transport the Vehicle from Shift's premises to a third party storage facility for further storage and safekeeping. In such instance, Owner shall



be required to pay any and all amounts due and owing to such third party, as well as amounts due and owing to Shift, prior to retaking possession of the Vehicle.

8. TERM & TERMINATION

The Term of this Agreement shall commence on the date set forth above in the Key Information Table (the “Effective Date”) and shall continue thereafter until the earlier of the date that (a) the Purchase is completed and all remaining obligations of Shift and Owner hereunder are fulfilled, or (b) the Vehicle is returned to Owner pursuant to the terms of this Agreement. If, in accordance with the terms of this Agreement, Shift elects not to purchase the Vehicle, the Agreement will be voided and terminated and Shift will use reasonable efforts to return the Vehicle within five (5) business days from the date on which the Agreement is terminated, or as otherwise agreed upon by the Parties.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

Each Party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other Party, and its affiliates and, in the case of Shift, each of its employees, officers, directors, agents or representatives and their respective successors and assigns (each an “Indemnified Party”) from any all damages, costs or claims incurred in connection with this Agreement (“Losses”) and arising out of or relating to any claim of liability to any third party caused by any (i) violation of applicable law (ii) gross negligence or willful misconduct or (iii) breach of any provision of this Agreement (including, for the avoidance of doubt, the failure of any representation or warranty provided by the Indemnifying Party to be true and correct) by the Indemnifying Party or, in the case of Shift, by any of the Indemnifying Party’s employees, officers, directors, agents or representatives.

NEITHER SHIFT NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SHIFT TECHNOLOGY PLATFORM OR THE SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM THE USE OF OR INABILITY TO USE THE SHIFT TECHNOLOGY PLATFORM OR ANY SERVICES HEREUNDER WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, WHETHER OR NOT SHIFT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, EXCEPT AS PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 9, IN NO EVENT WILL SHIFT’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND OWNER’S USE OF THE SHIFT TECHNOLOGY PLATFORM OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EXCEED ONE THOUSAND DOLLARS (\$1,000.00). THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SHIFT AND OWNER.

ANY CLAIM MADE HEREUNDER OR RELATING IN ANY WAY TO THIS AGREEMENT MUST BE MADE WITHIN SIX (6) MONTHS OF THE EVENT TO WHICH IT RELATES OR WILL FOREVER BE WAIVED.

10. ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS OWNER’S LEGAL RIGHTS, INCLUDING OWNER’S RIGHT TO FILE A LAWSUIT IN COURT.

Owner and Shift agree that this section affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Owner agrees to resolve any and all disputes



with Shift as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. Owner can reach Shift's support department at support@shift.com. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Shift customer support team, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of this agreement, Owner's use of the Shift platform, the parties' relationship with each other, and claims that arose before this Agreement or any prior agreement was executed between the parties (including, but not limited to, claims related to Owner's use of the Shift platform) shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the [Consumer Arbitration Rules](#) ("AAA Rules"), excluding any rules or procedures governing or permitting class actions. The AAA Rules are also available by calling AAA at 1.800.778.7879. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claim that all or any part of the Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Please consult the [AAA Rules](#) on initiating an arbitration, which requires the party to, among other things: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages Owner seeks to recover; (b) send a copy of the Demand for Arbitration, plus the appropriate filing fee, to AAA; and (c) send one copy of the Demand for Arbitration to Shift at 2525 16th Street, Ste 310, San Francisco, California, 94103 ATTN: Legal.

Owner will be required to pay \$200 to initiate an arbitration against Shift. If the arbitrator finds the arbitration to be non-frivolous, Shift will pay all other fees invoiced by AAA, including filing fees and arbitrator and hearing expenses. Owner is responsible for his or her own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Owner understands that, absent this mandatory arbitration provision, Owner would have the right to sue in court and have a jury trial. Owner further understands that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If Owner is a resident of the United States, arbitration may take place in the county where Owner resides at the time of filing. For individuals residing outside the United States, arbitration shall be initiated in the state of California, United States of America. Owner and Shift further agree to submit to the personal jurisdiction of any federal or state court in San Francisco County, California in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. OWNER AND SHIFT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OWNER OR SHIFT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.



Exception for Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out: Owner has the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (written notice of Owner's decision to opt out to legal@shift.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of signing this Agreement; otherwise, Owner shall be bound to arbitrate disputes in accordance with this section. If Owner opts out of these arbitration provisions, Shift also will not be bound by them.

Survival: This Arbitration and Class Action Waiver section shall survive any termination of this Agreement.

11. MISCELLANEOUS

Operation of Business. Shift shall have the sole and exclusive right to determine and conduct the operations and management of its business.

Taxes. Owner shall be responsible for the payment of any and all taxes of any kind accruing to Owner for funds received under this Agreement (including, without limitation, sales and use taxes, income taxes and any other tax amounts that may become due in connection with this Agreement).

Notices. Unless otherwise specified herein, any notice, consent or waiver required by this Agreement will be made in writing and will be delivered to the addresses set forth above. All notices, consents, and waivers will be effective on actual receipt thereof.

Entire Agreement. This Agreement, together with any title and sales documents related to the transactions contemplated hereby, sets forth the entire and final agreement between the Parties hereto regarding the subject matter of this Agreement, superseding all prior or contemporaneous discussions and other written and oral communications, agreements or contracts of any kind.

Modifications and Amendments. This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties. Accordingly, no course of conduct will constitute an amendment or modification of this Agreement.

No Third Party Beneficiary. No person other than the Parties hereto will be entitled to any of the benefits of this Agreement or be deemed to acquire any rights hereunder.

Severability. In the event any one or more of the terms or provisions contained in this Agreement or any application thereof will be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then (i) such term or provision shall be adjusted or limited to the minimum extent necessary to cure such invalidity or unenforceability and (ii) the validity, legality and enforceability of the remaining provisions of this Agreement or any application thereof will not in any way be affected or impaired.

Binding Agreement. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. All transactions set forth under this Agreement are final and irrevocable.

Force Majeure. Neither Party shall have any obligation to perform or liability of any kind whatsoever under this Agreement, to the extent prevented, hindered or caused by an act of God, earthquake, fire, riot, labor disturbances, accident, war, terrorism or the acts of any government or any causes beyond the reasonable control of such Party.

Assignment. Owner may not assign this Agreement or any rights hereunder, whether by assignment, transfer or

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otherwise, without the prior written consent of Shift in each instance, which consent may be given or withheld in Shift's sole discretion.

Breach and Waiver. No waiver of any breach of this Agreement will (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof.

Cumulative Remedies. No right or remedy conferred by this Agreement is exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time to time.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. In any action or suit to enforce any right or remedy under this Agreement, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.

Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original of this Agreement, and both of which together will constitute one and the same Agreement. Facsimile and electronic (including .pdf) signatures will be deemed to be originals hereunder.



EXHIBIT A
MATERIAL ISSUES WARRANTING CANCELLATION OF SALE BY SHIFT

Shift arranges for a thorough mechanical inspection of all vehicles. Shift will not purchase any vehicle found to be unsafe or inappropriate for sale for any material reason, at Shift's sole discretion. If any of the following issues are found to be present in the Vehicle, Shift retains the right to exercise the Cancellation Right and terminate this Agreement.

- Structural or frame damage
- Material mechanical deficiencies
- Rust
- Salvage or branded title
- Odometer rollbacks or misreadings
- Aftermarket modifications
- Past engine failure
- Reported stolen
- Involved in any accident in which the Vehicle's airbags were deployed
- Any open safety recalls, as reported by the National Highway Transportation Safety Administration

Owner hereby represents and warrants that none of the issues set forth above are present in the Vehicle and agrees and acknowledges that Shift has the right to return any Vehicle in accordance with the 2-Day Inspection and Conditional Sale Period set forth in Section 3 of the Purchase Agreement if Shift discovers any of the issues above within the Conditional Sale Period.

Owner Acknowledgement (Initial): _____