



LISTING AGREEMENT



NOTE: Asterisk indicates required information.

SELLER*:	EFFECTIVE DATE*:
STATE OF INCORPORATION/REGISTRATION:	
USER ID:	SALES REP:

This LISTING AGREEMENT ("Listing Agreement") is entered into as of the Effective Date above by and between IronPlanet, Inc., a Delaware corporation ("IronPlanet") and the customer identified above ("Seller") for the sale of Equipment through the Site. This Listing Agreement incorporates by reference the Seller Terms and Conditions located at <http://www.ironplanet.com/terms> (or <http://www.truckplanet.com/terms>) in force as of the Effective Date ("Seller Terms"). Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Seller Terms. As a California-based company that operates an online service and marketplace, IronPlanet has a bond (#70259768) on file with the Secretary of State of California.

1. SELLER INFORMATION			
ALL BUSINESS NAMES/DBAS* <i>(Requested for lien search purposes)</i>			
SELLER ADDRESS*			
AUTHORIZED REPRESENTATIVE*			
Title of Authorized Representative			
Phone			
Fax			
Email			
2. COMMERCIAL TERMS			
Equipment	Pursuant to the terms and conditions of this Listing Agreement, Seller hereby authorizes IronPlanet to sell the Equipment listed on <u>Schedule A</u> .		
Commission Rate (Based on Final Selling Price Per Piece)*	Less than \$5,000 \$5,000 - \$24,999 \$25,000 and greater	14% 10% 8%	Listing Fees* A Listing Fee shall apply for each piece of Equipment as set forth on <u>Schedule A</u> .
Lien Search Fees*	\$50 per unit	Title Transfer Fees*	\$50 per titled unit
3. TITLED EQUIPMENT			
Seller agrees and acknowledges that pursuant to the Standard Terms, Seller hereby appoints IronPlanet as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the Buyer; provided, however, if original titles or a notarized LPOA are required by state or local regulation to transfer title, Seller shall provide IronPlanet with either, as applicable, (i) signed original titles or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Listing Opening Time. Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale on the Site until such documentation is provided. <u>Titles shall be sent to: IronPlanet, Inc., Attn: Title Specialist, 3825 Hopyard Road, Ste. 250, Pleasanton, CA 94588. Phone: 925-225-8800.</u>			
4. WIRE TRANSFER INSTRUCTIONS			
Please see Section 5.2 of the Seller Terms for payment terms. Wiring is preferred. If wire transfer information is not completed, payment will be made by check to the Seller address noted above (unless otherwise specified) and sent via U.S. First Class mail. Payment Method: _____ Company Check _____ Wire Transfer			
Beneficiary		ABA Routing #	
Bank Name		SWIFT Code (if necessary)	
Bank Location (City, State/Province)		Bank Account #	

5. LIENS/ENCUMBRANCES

ARE THERE ANY LIENS ON THE EQUIPMENT? YES OR NO?*

If "Yes," please provide the following information for each of the lien holders. Unless as otherwise disclosed below and on Schedule A, the undersigned, on behalf of Seller: (i) certifies that all Equipment listed on Schedule A is or shall be free of all liens and encumbrances prior to being placed for sale on the Site by IronPlanet; (ii) authorizes IronPlanet to contact potential lien holders for the disclosure of liens, charges, encumbrances and security interests and to obtain pay-off balances and releases; and (iii) consents to the release to IronPlanet of any and all information pertaining to any such lien, charge, encumbrance or security interest. *Note: Lien Search Fees noted in Section 2 will apply regardless of response noted herein.*

Sch. A No.*	Name of Lien Holder*	Account No.*	Contact Person*	Phone/Fax/Email*

Seller's Contact Regarding Liens and Titles (Name/Phone/Fax/Email)*

6. MISCELLANEOUS

Registration	To list Equipment you must first be a registered IronPlanet user. If you are not registered, please register at: www.ironplanet.com/register (or www.truckplanet.com/register).
Entire Agreement; Priority	This Listing Agreement, together with the Site Terms and the Seller Terms, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Listing Agreement and either the Site Terms or the Seller Terms, this Listing Agreement shall control. THE TERMS AND CONDITIONS OF THIS LISTING AGREEMENT, THE SITE TERMS, AND THE SELLER TERMS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER THE TERMS IN ANY SELLER PURCHASE ORDER OR OTHER ORDERING DOCUMENT.
Equipment Details	Set forth on <u>Schedule B</u> are supplemental Equipment details required for inspection and buyer pickup.
Counterparts	This Listing Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Execution and delivery of the Listing Agreement may be evidenced by facsimile, PDF (Portable Document Format), electronic signature, or acknowledgement email and shall hold the same force and effect as an original signature for purposes of binding the parties.
Term; Amendments	The term ("Term") of this Agreement shall be a one (1) year period commencing on the Effective Date. Seller may request additions to the Equipment listed on <u>Schedule A</u> during the Term upon written notification to IronPlanet. This Agreement may be amended only in a writing executed by both parties.
Currency and Payment	All prices noted in the Agreement are listed in U.S. Dollars. The currency to be used for invoice and payment shall be U.S. Dollars (the "Contracted Currency").

7. SPECIAL ARRANGEMENTS (if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Listing Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Listing Agreement and has the legal power to do so.

SELLER

By (Signature)*: _____

Name*: _____

Title*: _____

Date*: _____

IRONPLANET, INC.

By (Signature): _____

Name: _____

Title: _____

Date: _____

(Rev. 12/13/2013)

Please fax completed form to IronPlanet at (925) 660-3365. If you have any questions, please contact your Sales Representative.

SCHEDULE A TO LISTING AGREEMENT

EQUIPMENT

No.	Seller Ref #	Location	Year*	Make*	Model*	Serial #*	Hours /Miles	Sale Type*	Insp. Reqs.	Liens (Y/N)	Features/Equipment Detail; Attachment Detail	Equip. Code	Listing Fee*
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													

LEGEND:

Sale Type:	FE = Featured Event	Inspection Reqs:	FI = Full Inspection	B = Photos and Basic Functionality	PO = Photos Only (non-powered units)
	DM = Daily Marketplace				

SCHEDULE B TO LISTING AGREEMENT

SUPPLEMENTAL EQUIPMENT DETAILS

EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION			
	Contact for Inspection	Alternate Contact for Inspection	Contact for Transportation
Name			
Office Phone			
Mobile Phone			
Fax			
Email			
Date for Inspection			
Special Instructions			
EQUIPMENT LOCATION AND BUYER PICKUP (For additional locations, provide detail on <u>Schedule A</u> for each piece of equipment.)			
LOCATION 1			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 2			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 3			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	