



U.S. Equity Advantage AutoPay+ Dealer Agreement

Whereas Dealer wishes to sell the AutoPay, Dealer acknowledges that the owner of AutoPay is U.S. Equity Advantage, LLC, ("USEA") located at 800 N. Magnolia Avenue, Suite 1275, Orlando, FL 32803, and agrees to the representations and warranties that USEA requires:

Dealer Obligations, Representations and Warranties

1. Dealer is at all times hereunder considered to be an Independent Contractor of USEA, and as such is responsible for all tax, licensing, and regulatory matters related to said legal status. Dealer personnel, if paid directly by USEA, are considered to be Independent Contractors as well. Nothing in this Agreement shall create an employee/employer relationship, an agency, franchise or joint venture agreement between the parties.

2. Dealer warrants that they will abide by all policies and procedures as defined by USEA and shall not make any representations or warranties regarding the AutoPay except those set forth in the AutoPay enrollment forms.

3. Dealer shall not use any promotional materials other than those provided by, or approved by USEA in writing.

4. Dealer warrants that they will not transmit any falsified information or signature in relation to AutoPay, to either USEA or their processor and banking partners. Dealer shall maintain a copy of a properly executed AutoPay authorization on each consumer enrolled for a minimum of 24 months from the date of final payment as per the finance contract. Dealer shall maintain a copy of Consumer's Driver License with a valid signature for each AutoPay sold. All AutoPay enrollment documents are subject to annual audit sampling by USEA or their processors and banking partners. Any deficiencies identified may result in the immediate cancellation of Dealer's USEA program privileges.

5. Dealer shall indemnify, and hold USEA harmless, as well as USEA processor and banking partners against any and all suits, claims, causes of action, liabilities, damages and costs, including but not limited to reasonable attorneys fees, incurred as a result of any negligence, misrepresentation, unauthorized warranty or breach of this Agreement, by Dealer or his employees, associates, agents and/or sub-contractors.

6. Dealer will immediately notify USEA of any notice of wrongdoing or any customer complaint relating to AutoPay.

7. Dealer will not use the name of USEA or its processor and banking partners without the express written consent of USEA.

8. Dealer will notify USEA immediately, both orally and via e mail of any request for cancellation by a customer.

USEA Obligations, Representations and Warranties

1. USEA warrants that they have the full legal right and authority to provide AutoPay, and that they will take all reasonable measures to insure the uninterrupted delivery and support of AutoPay to Dealer.

2. USEA shall pay Dealer according to the fee schedule incorporated herein as Schedule "A".

3. USEA shall indemnify, and hold Dealer harmless against any and all suits, claims, causes of action, liabilities, damages and costs, including but not limited to reasonable attorneys fees, incurred as a result of any negligence, misrepresentation, unauthorized warranty or breach of this Agreement, by USEA or their employees, associates, agents and/or sub-contractors.

4. USEA is committed to protecting consumer information and their privacy. Information we collect:

- Information from enrollment, authorization and other forms, such as name, address, social security numbers and facts about their loan.
- Information from transactions, such as their bank account.
- Information from their lender about their loan; which authorization has been given by consumer.
- Information we may receive from a consumer reporting agency.

We do not disclose or sell any nonpublic personal information pertaining to consumers and former consumers to any nonaffiliated third parties. Some of this information may be shared with affiliated companies in connection with the enrollment, authorization, implementation of AutoPay or to inform consumer of other product and service opportunities.

USEA restricts access to nonpublic personal information about consumers to those of our employees, dealers, agents and other parties who need to know information in order to provide the AutoPay service to the consumer. To guard consumer information, USEA have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information in accordance to Federal standards.

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Schedule "A" - Fees and Commissions

Dealership - **\$120.00** of Program Fee - Should there not be sufficient funds to pay the entire commission due to a low monthly payment or other reason beyond the control of USEA, the commission will be payable upon receipt of the Consumers next extra bi-weekly debit. **There are no charge backs of paid commissions.**

Finance Managers - **\$50.00** of Program Fee - paid within 45-75 days of bank receipt of the Consumer's first additional bi-weekly debit.

Initial here if dealership opts-out of the F&I Mgr. incentive. _____

Schedule "B" - Current Consumer Pricing Schedule January 2010

AutoPay+ Program Fees:

Flat Program Fee of \$399.00

There is a one-time Account Verification Fee of \$.95

Bi-Weekly Consumer ACH Fee of \$1.95

USEA does NOT have a cancellation fee and/or penalty and Consumer may therefore terminate their Agreement at any time.

Dealership Name

City

State

Authorized Signor (Printed Name)

Authorized Signature

Authorized USEA Officer

Nov-10