

## COMPENSATION AGREEMENT

This Agreement, entered into between F & I Solutions, Inc. and the undersigned client, or authorized representative of such client is for the provision of a Contract Finance Specialist who will provide finance management and expertise on a temporary basis.

F & I Solutions agrees to provide the Client temporary personnel who are skilled in the area of automotive finance. In return for the provision of these skilled laborers, Client agrees to pay F & I Solutions, Inc. the greater of 12% commission on all transactions completed by such Specialist, or \$300.00 per day. Compensation under the terms of this Agreement shall be calculated on a daily basis and Client shall be billed via invoice every Monday for the previous week's work. Client shall tender payment to F & I Solutions, Inc. via overnight delivery to 134 East Lee Road, Delray Beach, Florida 33445. Payment for services is due F & I Solutions, Inc. by the Thursday following the Monday invoice.

Client further agrees to pay for all transportation necessary, including airfare, shuttle, and vehicle use as it is required by the Specialist during his/her temporary assignment. Also, Client shall provide at their expense reasonable accommodations for the duration of the assignment. For purposes of this Agreement, "reasonable accommodations" shall mean, at a minimum, those accommodations readily available from any national hotel chain, including, but not limited to: Holiday Inn Express, Hampton Inn, Ramada Inn, Motel 6, Best Western Hotels, Sheraton or Marriott.

If, for any reason, Client desires to end the relationship with the appointed Finance Specialist, Client may terminate this Agreement by providing notice of cancellation and paying all amounts due and owing F & I Solutions, Inc. at the date of termination. Further, Client must provide for transporting the Specialist back to his/her place of origin. Should Client wish to replace a Specialist, such replacement will be made following receipt of a request for replacement, with all of the same terms and conditions of this Agreement applying to the replacement Specialist.

Client is hereby informed and made specifically aware that F & I Solutions, Inc. has a contractual relationship with the Finance Specialists that are provided to Client. These contractual relationships are valuable and essential to the financial success and stability of F & I Solutions, Inc. As such, should Client attempt to offer employment to the provided Finance Specialist during the temporary assignment or in the twelve (12) months following such assignment, such offer shall be considered intentional interference with the contract between the Specialist and F & I Solutions, Inc. Should Client wish to hire the provided Specialist during the prohibited period, Client may pay F & I Solutions, Inc. a permanent placement fee of Five Thousand Dollars (\$5000.00). Payment of the permanent placement fee is not an available alternative unless and until the Finance Specialist has been placed with the Client for a period of at least 90 consecutive days. This Five Thousand Dollars (\$5000.00) shall also be considered liquidated damages for purposes of enforcement of the provisions of this paragraph.

This document represents the full understanding of the parties and any change, modification or alteration of the terms contained herein must be in writing, signed and dated by the parties.

These terms and conditions reviewed and approved this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Dealership Name

\_\_\_\_\_  
F & I Solutions, Inc.,  
Frank J. Martin, President

\_\_\_\_\_  
Authorized Dealership Representative