

F & I Solutions, Inc.

FINANCE SPECIALIST CONTRACT

This Agreement, entered into the ____ day of _____, 20____, is by and between F & I Solutions, Inc. and the undersigned Finance Specialist. The Agreement is for the rendering of services in the field of automotive finance, on a temporary basis, upon assignment as directed by F & I Solutions, Inc.

The undersigned Finance Specialist shall become a member of a pool of specialists that fill the needs of automotive dealerships nationwide in the field of automotive finance. The Specialist shall be offered temporary assignment in dealerships around the country based upon availability and location. The Specialist may accept or decline the assignment offered, but acceptance of an assignment requires a commitment to the full duration required by the third party dealer.

All travel to and from the assignment destination is provided at the expense of the dealership offering the placement. Specific travel details may differ from assignment to assignment and such details shall be furnished the Specialist by F & I Solutions, Inc.

Finance Specialists are expected to conduct themselves professionally and ethically at all times. All Federal Truth-in-Lending laws including, but not limited to, Regulation Z and M. All options available to a particular customer shall be offered in a regulation compliant "menu" format, and the customer must initial choices in order to avoid any discrepancies in the procedures employed in complying with the Truth-in-Lending Regulations. Any failure to comply with applicable laws, or any attempt to misrepresent gross revenues earned shall be grounds for immediate termination of this contract.

Finance Specialists shall be provided a minimum compensation of \$200.00 per day. In addition, the Specialist is entitled to receive a 12% commission on all gross revenue earned in excess of \$2500.00 per day. Commissions upon gross revenue shall include all insurance and finance reserves, less \$100.00. Finance reserve shall be calculated in accordance with dealer agreements as they may exist between the dealer and individual finance institutions, and shall be so calculated according the applicable buy rate and sale rate.

All Finance Specialists are responsible for sending week ending reports to F & I Solutions, Inc. after such reports are signed and approved by the dealer. Said reports may be sent by facsimile transmission to the number provided by F & I Solutions, Inc. The dealer shall be invoiced weekly by F & I Solutions, Inc. and upon receipt of the payment upon such invoice, the Finance Specialist shall be paid. Typically, compensation will be paid weekly, following an initial two week holding period to account for dealership discrepancies. Compensation payments shall include a \$20.00 deduction for a processing fee, and the balance of the check will be mailed by regular first class mail to the address of choice as indicated by the Specialist. Should the Specialist desire the compensation

sent by overnight delivery, additional charges shall be applied to the balance of the compensation check.

In the event that a Finance Specialist and Dealer wish to arrange for a permanent employment relationship, a permanent placement fee of \$5000.00 must be paid by the Dealer offering permanent employment. Notification of such arrangement and payment of the \$5000.00 placement fee is the joint obligation of both the dealer and the Finance Specialist. Failure to notify, and/or pay the permanent placement fee prior to accepting a permanent position with any dealer operates as a material breach of this Agreement and the Specialist hereby agrees to forfeit any compensation due as of the time of the breach and further, the Specialist agrees to pay liquidated damages in the amount of \$5000.00 for any breach of this notification and permanent placement provision. This permanent placement provision only becomes an alternative after the expiration of 90 consecutive days of placement with a particular Dealer.

Following the execution of this document, and for a period of 3 years following the final placement by F & I Solutions of the undersigned Specialist, said specialist agrees not to solicit, negotiate, consummate or otherwise engage in employment of any sort with the following entities: JM&A, Resource Group, American Financial, and any dealer or dealer service company within the automotive sales/finance industry that have at any time utilized the resources or temporarily employed the services of F & I Solutions, Inc.

Having reviewed and approved of the foregoing Agreement, I indicate my acceptance of the terms and conditions by signing below.

The day and year first written above.

Finance Specialist

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

Printed Name:

Last 4 digits of SS#: