

Dealership Rewards Program
(Formerly Dealership Rewards Program "DEPP")
Official Program Rules

Program Numbers:

2014MY – 28HEL
2015MY – 28HFL
2016MY – 28HGL
+ 2017MY – 28HHL

Revision Dates:

January 6, 2015
June 12, 2015
August 31, 2015
January 5, 2016
+ April 5, 2016

Program Period:

2014MY – 28HEL – February 19, 2013 through January 2, 2017
2015MY – 28HFL – May 1, 2014 through January 2, 2017
2016MY – 28HGL – May 21, 2015 through January 2, 2017
+ 2017MY – 28HHL – April 5, 2016 through January 2, 2017

Program Overview:

The FCA US LLC Dealership Rewards Program is made available by FCA US to encourage eligible dealership employees, Business Center Product Trainers, and Business Center Process consultants (individually and collectively, Dealership Employees), and their eligible relatives, to drive new Chrysler, Jeep, Dodge, Ram and Fiat vehicles.

Eligible participants (as defined in the Customer Eligibility section) have the ability to purchase or lease up to four (4) FCA US 2014MY, 2015MY, 2016MY or 2017MY new and unused vehicles and receive a \$750 discount (below factory invoice plus a \$75 administration fee).

Participating Dealers:

All franchised FCA US LLC dealers who agree to abide by these Official Program Rules are eligible to participate. Dealerships may elect to not participate in the program if they so choose.

Eligible Sale Types:

Retail purchase (Type 1/B)
Retail Lease (Type L/E)

Fleet type sales are NOT eligible under this program.

Model Eligibility:

2014 MY

Eligible Models: All Chrysler, Jeep, Dodge, Ram, FIAT vehicles

Ineligible Models: 2014 MY Dart SE, 500e, Grand Cherokee SRT and Viper SRT

2015 MY

Eligible Models: All Chrysler, Jeep, Dodge, Ram, FIAT vehicles

Ineligible Models: 2015 MY Dart SE, 200 LX, 500e and all SRT models

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2016 MY

Eligible Models: All Chrysler, Jeep, Dodge, Ram, FIAT vehicles

Ineligible Models: 2016 MY Dart SE, 200 LX, 500e and all SRT models

+ 2017 MY

Eligible Models: All Chrysler, Jeep, Dodge, Ram, FIAT vehicles

Ineligible Models: Dart SE, 200 LX, 500e and all SRT models

Used vehicles, demo vehicles (exceeding 7,500 miles), Special Bid, DRAC and any vehicles sold to daily rental or Fleet Customers. Vehicles sold for export from the United States. Vehicles purchased by any broker or non-franchised dealer for the purpose of resale or lease. Replacement vehicle as a result of an arbitration award, settlement agreement, judgment, or voluntary agreement for a vehicle reacquired by FCA US. A vehicle originally invoiced to non-domestic dealers. Vehicles purchased or “dealer-traded” from non-franchised dealers, except new vehicles acquired from qualified conversion companies.

Customer Eligibility:

The following persons are eligible to participate in this program:

- Employees – Employees of Dealership Employers, Business Center Product Trainers and Business Center Process Consultants assigned to Dealership Employers, who have at least 30 days of service, and are entered in “My Personnel”.
- Eligible Family Members – Dealership employee’s spouse, same sex domestic partner recognized by the dealership, parents, spouse’s parents, sons and daughters (including in-laws and step children), brothers and sisters (including in-laws, half-brothers and half-sisters, and stepbrothers and stepsisters), grandparents and grandchildren of Dealership Employees are eligible to participate.

It is the responsibility of each participating Dealership Employer to verify Dealership Employee/Eligible Relative relationship (e.g. birth certificate, marriage license, documentation showing same residency for same sex domestic partner).

Ineligible Customers:

The following persons are ineligible for this program:

- FCA US LLC employees
- Terminated employees
- Nieces, nephews, cousins, aunts, uncles, neighbors and friends of dealership employees
- All other individuals determined to be ineligible to participate in the Program at the discretion of FCA US

Eligible employees or individuals who do not comply with the Rules and Provisions may be suspended from the Program.

Program Elements:

Dealership Employees may purchase or lease most new and unused 2011MY & 2012MY Chrysler, Jeep, Dodge, Ram and FIAT brand vehicles purchased or leased from the Dealership Employer or from other

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FCA US Dealerships that sell non-competing corporate brands (e.g., a Dealership Employee employed at a Dodge Dealership cannot purchase or lease a Dodge vehicle from a competing Dodge Dealership.)

Eligible relatives may purchase or lease eligible vehicles from any participating dealership. There are no competing brand restrictions for eligible relatives.

1. An eligible participant interested in participating in the Dealership Rewards program will be required to generate a unique control number via DealerCONNECT (DealerCONNECT > Sales > Incentives) on the Dealership Rewards Program application. Control numbers must be generated PRIOR to completing the sales transaction. A pricing and acknowledgment form is generated via this application with select buyer information pre-populated. This form must be printed.
2. The Dealer Principal must also sign the pricing and acknowledgment form. The eligible dealership employee must also sign the form regardless if the vehicle purchase will be in the employees name or an eligible family member.
3. The Dealer Employee Purchase Program application will verify eligibility of the dealership employee. Dealership is responsible for enrolling Dealership Employees in the My Personnel application of DealerCONNECT > My Dealership > Administration.
4. The control number generated will be a unique 12-digit alphanumeric number which should be printed and provided to the dealership at the time of purchase. All control numbers MUST be generated in the name of the eligible employee or regardless if the vehicle is purchased by the spouse, same sex domestic partner or eligible family member.
5. Dealership Employee or eligible relative must present the Pricing & Acknowledgement Form to a selling Dealership at the time of transaction.
6. Selling Dealership will approve and sign the Pricing & Acknowledgement Form and provide a copy to the participant.
7. When the sales transaction occurs, the Selling Dealership must retain the completed Pricing & Acknowledgement Form.

Dealership Employee Price:

The retail purchase or lease price of any vehicle under this program consists of a \$750 discount off the invoice price of the vehicle, plus a \$75 administration fee.

Administration Fee:

Each participant must pay a \$75 program administration fee to help offset the cost necessary to support this program.

Dealer Reimbursement:

Payments under Dealership Rewards will be made as part of the weekly DealerCONNECT incentive claim processing system. Incentive payments will be processed and made to dealers by EFT (Electronic Funds Transfer) or as a debit or credit against their monthly parts account. The \$75 administration fee paid to the selling dealer by the participating customer will be deducted from the payment made to the selling dealer by FCA US. Dealerships will be reimbursed \$675 for each incentive claim submitted under this program.

Other Conditions:

The employee, retiree, and eligible family members involved in the purchase or lease of a vehicle under the program are required to read, understand and acknowledge receipt of the Program Rules and Provisions before purchasing or leasing a vehicle under the program.

- A control number is assigned under the program and is only valid during the calendar year in which it is issued.
- All information provided by an employee or eligible family member in connection with the purchase or lease of a new vehicle must be accurate.

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- FCA US reserves the right to exclude models at any time without prior notice.
- Selling Dealer must show the participant a copy of the Factory Invoice.
- The Dealer Price to purchaser/lessee is calculated by adding "Dealer-Installed Options" and/or "Over Allowance on Trade" amounts to the Dealership Rewards Price.
- The participant may not be charged for any preparation fees, delivery and handling charges, service or overhead fees, or any other such delivery fees under this Program. Documentation fees are allowable under the respective State in which the vehicle is titled. However, documentation fees may not exceed those normally charged on other sales transactions.
- Any non-factory installed equipment or services are (i) the responsibility of the customer, (ii) negotiated between the customer and the dealership and (iii) must be itemized and individually priced on a fully executed Bill of Sale and the claim form signed by the customer and dealer. It is the responsibility of the customer to make sure that an itemized Bill of Sale is provided.
- Eligible participants leasing under the provisions of the program may finance their leased vehicle through qualified lenders recognized by the dealer.
- Purchased / leased vehicles can be licensed and titled in the name of the employee or eligible family member or business name as allowable under state law. In the event the Employee or eligible family member is the owner or sole proprietor of a small business, that owner's name may be in the NVDR field and sold as a type "B" or "E" sale under this program. Proof of business ownership must be placed in the deal jacket. The person's name for the Dealership Rewards control number generated and the name of the business owner must be the same. The following paperwork must be kept in the sales jacket to validate the connection between the buyer and ownership to the business. Small Business Owner / Dealership Rewards customers must provide one of the following to be considered eligible:
 1. Copy of government document showing business tax identification number and business name
 2. Business incorporation documents
 3. State, County, or municipal business license
 4. Copy of government document showing nonprofit tax identification number and business name
 5. Federal or State Income Tax forms showing operation as a business entity
 6. Enrolled BusinessLink customer number
 7. A fleet account number
 8. Copy of DBA or assumed name documentation
 9. States tax license
 10. Workman's compensation/commercial general liability insurance
 11. State or federal forms with Federal tax ID
 12. A complete copy of the most recent original tax return form 1040 and all related schedules (including Schedule C or F) that were filed with the IRS
- Proof of insurance in the name of the lease customer or business is required.
- Financing, if any, and insurance are the responsibility of the eligible person purchasing or leasing a vehicle.
- Leased vehicles may be leased through any lending institution and the lessee must be the Employee, eligible family member or business.
- Eligible person or business purchasing a vehicle must (i) take delivery of the purchased vehicle, and (ii) maintain title to the vehicle in the original name for a minimum of 6 months from the date of delivery.
- Person or company leasing a vehicle must do so for a minimum of 1 year.

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- Additional allowances (except those paid under other FCA US consumer incentive programs or available Employee Bonus Cash), free equipment, special service offers, gifts, or other premiums are not allowed.
- The customer is responsible for selecting a participating dealer. Authorized dealers are under no obligation to participate in this program.
- Employees or Retirees may not sell or receive any form of benefit/compensation for providing a control number or information needed to obtain a control number.
- Dealers are solely responsible for the complete and accurate reporting of their retail sales and claims payment.

No person, including dealership personnel and eligible company employees, may sell or barter customer 'Control Numbers' associated with this program. Dealers understand and agree that any payment by FCA US that is the result of the inaccurate reporting of vehicle sales and/or payment claims will be charged back to the dealer's monthly account.

The dealer must review program rules with each participant, obtain his/her signature on the completed Pricing and Acknowledgement Form and provide a signed copy of the completed applicable paperwork to the participant.

Dealer Obligation:

- Dealer must show the retail customer a copy of the factory invoice.
- By participating in this program, and in consideration of allowances or fees to be paid to dealer under the program, dealer agrees to comply with all the requirements and obligations set forth in the specific program rules.
- Dealer must: (i) review the Program Rules and Provisions with the customer and provide a copy to the customer upon request, (ii) obtain the signature of the customer on the completed Employee Advantage Pricing and Acknowledgement Form, (iii) provide a signed copy of the completed Pricing and Acknowledgment Form to the customer, and (iv) verify control numbers are valid and not previously used.
- Dealer may not charge customers for any preparation fees (Road Ready), delivery or handling charges or overhead fees.
- Dealer will be permitted to collect from the purchaser a State's Retailer's Occupation Tax as part of the Retail Installment Contract sales tax on payments made by FCA US to the dealer under the Dealership Rewards Program. Dealer cannot over collect for the tax dealer must remit to the state.
- An eligible employee is prohibited from giving (or in any way providing) a control number, or information needed to obtain a control number, to a dealership for use on an ineligible person. Dealerships must not solicit or receive control numbers or information needed to obtain a control number for use on an ineligible person.
- Dealers are solely responsible for the complete and accurate reporting of their retail sales and claims payment.
- Dealers understand and agree that any payment by FCA US that is the result of the inaccurate reporting of vehicle sales and/or payment claims will be charged back to the dealer's monthly account.
- Selling Dealership must review Program rules with each participant, obtain the signature on the completed Pricing & Acknowledgement Form and provide a signed copy of the completed applicable paperwork to the participant.
- All original forms, supporting documentation, and any and all documents pertaining to the acquisition, sale or lease and delivery of each vehicle must be retained by the Selling Dealer for two (2) years from the date of incentive payment.

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- FCA US reserves the right and all dealers agree to subsequent audit. Dealers may be requested to submit supporting documentation of claims made under this Program; failure to submit when requested could result in a dealer chargeback. Claims submitted and found by audit to be ineligible under this Program will not be eligible for payment under any other incentive program. FCA US reserves the right to pursue any and all legal and contractual remedies.
- In the event a Dealership Employee not employed at the Selling Dealership, or their eligible relative, is found to have presented or submitted a false Pricing and Acknowledgement form to a Selling Dealership, the Selling Dealership would not receive a chargeback from FCA US unless the Selling Dealership is party to the falsification or knowingly accepts the claim.

FCA US LLC may, at any time, upon written notice to dealers, cancel, amend or modify this program.

Non Compliance:

The Employer Dealership understands that failure to comply with the Rules and Provisions could result in recovery from the dealership any discounts paid to the dealership or incurred as an obligation to the dealership by FCA US under the Program and /or termination or suspension from participation in the Program.

FCA US expects to impose the following schedule of penalties:

- First Program Violation – Dealer chargeback plus Business Center meeting.
- Second Program Violation – Dealer chargeback plus (30) day suspension from the Program.
- Third Violation – Dealer chargeback plus (90) day suspension from the Program.
- Fourth Violation – Dealer chargeback plus termination from the Program.

FCA US reserves the right to deviate from this schedule or penalties if, in its discretion, it determines that circumstances warrant.

Dealer non-compliance with the Program Rules and Provisions will be subject to chargeback of incentives, and possible suspension or expulsion from the program. Violations include but are not limited to improperly obtaining control numbers, failure to show / provide incentive benefit, failure to validate eligibility, and incomplete forms.

In the event of any non-compliance with the Program Rules and Provisions by a participant:

- (i) the employee and/or eligible family members may be suspended or terminated from the program;
 - (ii) the employee and eligible family member voluntarily authorizes FCA US to recover any sales fees paid or owing by FCA US to a dealer from wages, pension or other monies in such amounts and with such frequency as is permitted by law; and
 - (iii) the employee may be subject to disciplinary action up to and including discharge.
- However, no one will be disciplined because he or she or the eligible purchaser has filed a warranty lawsuit against FCA US instead of an arbitration proceeding. Rather, FCA US will ask the court to compel mandatory binding arbitration of the lawsuit consistent with these Program Rules and Provisions.

Dispute Resolution Process – Binding Arbitration:

Dealer Employee Purchase Program participants must follow the Vehicle Resolution Process summarized below for warranty disputes regarding a vehicle purchased or leased under the program.

Experience has shown that most problems can be resolved by taking the following steps:

1. Attempt to resolve problems with dealership management.
2. If additional help is needed, contact FCA US's Customer Assistance Center at 1-800-992-1997.

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3. If still unable to resolve problems satisfactorily, the last stage is binding arbitration. Contact NCDS (National Center for Dispute Settlement) at 1-866-937-2461 for further information.

1. Arbitration

Arbitration is a process by which two or more parties resolve a dispute through the use of a third party neutral. As a condition of participation in the program, Dealer Employee Purchase Program Participants agree that binding arbitration is solely and exclusively the final step for resolving any warranty dispute concerning vehicles purchased or leased under the program. **They may not bring a separate lawsuit.** The potential recovery is the same as that available under relevant state and federal laws. Participants may hire a lawyer or retain an expert, and the arbitrator(s) have the discretion to award reasonable attorney and expert witness fees. FCA US LLC has established an independent arbitration process administered by the National Center for Dispute Settlement (NCDS) located in Dallas, Texas. Requests for arbitration will be received by NCDS, which will decide if the complaint qualifies for the process. The Vehicle Resolution Process does not review other types of disputes, such as those involving allegations of discrimination, personal injury, or property damage, and/or other product liability claims; nor is there a mandate that you submit such other types of disputes to any other dispute resolution process. NCDS reviews only vehicle disputes involving FCA US LLC’s Limited Warranty on a Chrysler, Jeep, Dodge, Ram or FIAT vehicle. If the complainant is eligible, the customer has the option to select either an oral presentation with a single dispute settler or a “documents only” review by a panel of three decision-makers. If the oral presentation is selected, the customer will be contacted by the dispute settler to arrange a hearing location in the customer’s area. If the customer selects the “documents only” review, an NCDS panel will meet in Dallas, Texas to decide the matter. In either instance, a written decision will be provided to the customer and FCA US LLC. The process normally takes 40 days.

2. Choice of Law

Transactions under this Program involve interstate commerce. The Federal Arbitration Act (FAA) (9 U.S.C. § 2 et seq.) shall govern the interpretation, enforcement, and proceedings of arbitration. The decision of the arbitrator is binding on both you and FCA US LLC, and not subject to appeal except as otherwise provided in the FAA. Any court with jurisdiction may enter judgment upon the award rendered by the arbitrator, and the parties agree to be bound by such award. All other substantive rights will be determined by the law of the state in which delivery of the vehicle was taken.

3. Additional Features of Binding Arbitration

- a. All documents that either party intends to rely on must be exchanged 10 business days prior to the review or hearing.
- b. The complainant has the right to be represented by an attorney at a hearing and may retain an expert. The arbitrator has the discretion to award reasonable and customary attorney and expert witness fees and other costs allowed by law in cases so meriting.
- c. All witnesses shall be placed under oath, and subject to the penalties of perjury.
- d. Either side may request that the arbitrator subpoena witnesses or evidence that are relevant to the case. The arbitrator, if he or she agrees that such witnesses or evidence are necessary for a fair hearing, will issue a subpoena according to the laws of the state where the hearing is held. The requesting party will be responsible for any expense associated with the issuance or enforcement of the subpoena.

Compatibility:

This program is compatible with the following program types, providing the vehicle meets all program eligibility requirements:

- o Automobility Program
- o National or Regional Consumer Cash Allowance/APR programs

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- o National or Regional Lease programs
- o National or Regional Consumer Lease cash programs
- o National or Regional Consumer Lease Loyalty cash programs
- o All other Certificate/TDM programs

This program is not compatible with the following program types:

- o FCA US Employee Advantage
- o Affiliate Rewards Program
- o Friends Program
- o CDI program
- o Any vehicle sold or leased to a registered Fleet Customer, regardless of whether a Fleet allowance or payments are available or claimed.