

Employee Advantage – Employee Purchase
Official Program Rules

Program Numbers:

2014MY – 38HE1
2015MY – 38HF1
2016MY – 38HG1

Revision Dates:

April 6, 2015
June 12, 2015
July 24, 2015 +
January 5, 2016

Program Period:

2014MY – 38HE1 – April 6, 2015 through January 2, 2017
2015MY – 38HF1 – April 6, 2015 through January 2, 2017
2016MY – 38HG1 – May 21, 2015 through January 2, 2017

Program Overview:

The FCA US LLC (formerly Chrysler Group) Employee Advantage Purchase/Lease Program is made available by FCA US LLC to encourage eligible employees, retirees, and eligible family members of FCA US LLC and its designated subsidiaries and affiliated corporations (as listed below) 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 six (6) FCA US LLC 2014MY, 2015MY or 2016MY new and unused vehicles at the employee price. The Employee Price is printed on the factory invoice and is identified with “EP”.

These programs are in effect for all vehicles invoiced on or after April 6, 2015.

Participating Dealers:

All franchised FCA US LLC dealers who agree to abide by these Official Program Rules are eligible to participate.

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 and Grand Cherokee 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 (Viper ineligible as of 7/24)

2016 MY

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

Employee Advantage – Employee Purchase
Official Program Rules

Ineligible Models: 2016 MY Dart SE, 200 LX, 500e and all SRT models (Viper ineligible as of 7/24)

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 LLC. 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.

Demonstrator Vehicles:

Demonstrator vehicles are eligible under this program if the following requirements are met:

Dealers are required to report the vehicle as a Type D and keep it in that status until a minimum of 2,000 miles shows on the odometer. The final NVDR transaction must be reported as type: 1, L, B or E. Demonstrator vehicles may not exceed 7,500 miles at the time of the retail purchase or lease to an eligible customer.

Employee Advantage – Employee Purchase
Official Program Rules

Customer Eligibility:

The following persons are eligible to participate in this program:

- Employees - all regular on-roll FCA US LLC employees and active part-time employees, active temporary employees, Service Agreement Workers.
- Retirees - receiving a pension from a FCA US LLC sponsored pension plan and that have been expressly permitted to participate in the program by FCA US LLC.
- Eligible Family Members – Employee’s or Retiree’s spouse, surviving spouse, same sex domestic partner (must have affidavit on file with Benefits Express), parents, stepparents, spouse’s parents, sons, daughters, stepsons, stepdaughters, brothers, sisters, stepbrothers, stepsisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, half-brothers, half-sisters, grandchildren and grandparents.

Employees, retirees and eligible family members (as defined above) of the following companies are also eligible to participate in this program:

- Automotive Lighting
- Case New Holland Industrial
- Comau, Inc.
- Fiat Powertrain Technologies
- Kobelco
- Magneti Marelli Pwt
- Maserati NA
- Teksid, Inc.

Santander Consumer USA (employees and eligible family members)

- Employees – regular U.S. on-roll Santander Consumer USA employees and active part-time employees
- Eligible Family Members – Employee’s spouse, surviving spouse, same sex domestic partner, parents, stepparents, spouse’s parents, sons, daughters, stepsons, stepdaughters, brothers, sisters, stepbrothers, stepsisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, half-brothers, half-sisters, grandchildren and grandparents.
- Retirees of Santander Consumer USA are NOT eligible to participate in this program.
- Ally Financial employees and family members are no longer eligible to participate in this program as of 1-3-2014

Ineligible Customers:

The following persons are ineligible for this program:

- Dealership personnel
- Terminated employees
- Nieces, nephews, cousins, aunts, uncles, neighbors and friends
- If the surviving spouse or same sex domestic partner is deceased, there is no eligibility for any relative who was previously listed under Eligible Family Members
- Ally Financial & Santander Consumer USA retirees
- Cerberus Capital Management LLC employees
- All other individuals determined to be ineligible to participate in the Program at the discretion of FCA US LLC

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

Program Elements:

1. An eligible customer interested in participating in the Employee Advantage program will be required to contact the Employee Advantage hotline at (800)756-AUTO or access the

Employee Advantage – Employee Purchase
Official Program Rules

website www.ea.chrysler.com. The participant will be required to review and agree to the compliance rules of the program and generate a control number. Control numbers must be generated PRIOR to completing the sales transaction.

2. The control number generated will be a unique 12-digit alphanumeric number which should be printed and brought to the dealership at the time of purchase. All control numbers are generated in the name of the buyer.
3. The intended buyer (employee, retiree, spouse, surviving spouse, same sex domestic partner or eligible family member) must provide the eligible employee's unique 'control number' to any participating Chrysler, Jeep, Dodge, Ram dealership or FIAT Studio for audit verification purposes. A copy of this documentation must be kept in the deal jacket.

Vehicles may be ordered from the factory or taken from dealer stock.

4. Participating dealers must validate the control number on DealerCONNECT prior to completing the sales transaction. The confirmation screen must be printed and kept in the deal jacket for audit purposes.
5. A completed Pricing and Acknowledgement Form must also be completed and signed by the customer and retained by the selling dealer for each sales transaction. The form is located within this document at the end of the rules page.
6. A maximum of six (6) control numbers may be issued per calendar year per eligible employee/retiree under this program.

Employee Price:

The retail purchase or lease price of any vehicle under this program is called the "Employee Price". The employee price is printed on the factory invoice and is identified with "EP". The customer has the right to see the factory invoice and verify the "EP" price.

Administration Fee:

There is an administrative fee of \$200 included in the Employee Advantage – Employee Purchase price.

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, retiree or eligible family member in connection with the purchase or lease of a new vehicle must be accurate.
- FCA US LLC reserves the right to exclude models at any time without prior notice.
- Employees purchasing vehicles with approved credit may elect to make payments through payroll deduction (where applicable). Payroll deduction is not available for lease payments.
- Upon delivery of the vehicle by the dealer, the customer pays the dealer or leases from any lending institution at the employee price ("EP"), as shown on the Factory Invoice,

Employee Advantage – Employee Purchase
Official Program Rules

plus all applicable state and local taxes, license and title fees. (\$200 administration fee is included in the employee price “EP”.)

- 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, retiree, eligible family member or business name as allowable under state law. In the event the Employee, Retiree 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 EP 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 / EP 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, Retiree, 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.
- Additional allowances (except those paid under other FCA US LLC 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.

Employee Advantage – Employee Purchase
Official Program Rules

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 LLC 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 will be permitted to assess up to \$75 in documentary fees on each delivery to an eligible purchaser provided such fee is customarily charged by the dealer and is allowable under state or local law. Each dealer is responsible for complying with applicable laws or regulations.
- 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 LLC to the dealer under the FCA US LLC Employee Purchase Program. Dealer cannot over collect for the tax dealer must remit to the state.
- All dealership personnel are prohibited from soliciting FCA US LLC employees/retirees and its eligible affiliate companies to request Employee Purchase (EP) or Friends Program (FP) control numbers.
- When a volume based dealer cash incentive program is in effect, a flat bonus cash payment will be made to the employee purchaser in-lieu of a voucher being earned by the Dealer
- Effective February 1, 2011, this program now prohibits an individual with a control number from soliciting a price discount below the published EP price on new vehicles purchased or leased made under the EA program. This prohibition, however, does not apply to eligible Demonstration Vehicles or on 2011 Dodge Dakota models as detailed above.
- Effective July 22, 2011, the prohibition on employees soliciting a price discount below EP has been lifted.
- Effective February 10, 2011, there will be two efficient and safe methods for generating a program control number: first, through www.ea.chrysler.com website; and secondly, by speaking directly to an Employee Advantage operator – (800) 756-2886 (M-F 8am-4:30pm EST). The automated phone system will be eliminated.
- Effective February 10, 2011, participating dealer must verify and acknowledge (“agree”) that the control number, sponsor and buyer are accurate prior to processing the program incentive claim through the DealerCONNECT control number validation process. Validation is accomplished through DealerCONNECT>Sales>Incentives>Control Number Validation.

Employee Advantage – Employee Purchase
Official Program Rules

- In keeping with the FCA US LLC Integrity Code, employees and their families cannot solicit gifts or accept other personal benefits from FCA US LLC dealers.
- An eligible employee or retiree 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 prohibited from generating EP or FP control numbers through the FCA US LLC Employee Advantage Program web site or through any other communication means.
- Dealer must validate the control number prior to claiming for reimbursement. Failure to validate the control number will prevent payment from being issued.

Non Compliance:

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, retiree and/or eligible family members may be suspended or terminated from the program;
- (ii) the employee, retiree and eligible family member voluntarily authorizes FCA US LLC to recover any sales fees paid or owing by FCA US LLC 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 LLC instead of an arbitration proceeding. Rather, FCA US LLC will ask the court to compel mandatory binding arbitration of the lawsuit consistent with these Program Rules and Provisions.

Dispute Resolution Process – Binding Arbitration:

The employee, retiree, and eligible family members 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 LLC's Customer Assistance Center at 1800-992-1997.
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, employees, retirees and eligible family members 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. Employees, Retirees and Eligible Family Members may hire a lawyer or retain an expert, and the arbitrator(s) have the discretion to award reasonable and customary attorney and expert witness fees.

Employee Advantage – Employee Purchase
Official Program Rules

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 FCA US LLC vehicle. If the complaint 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, the decision will be provided to the customer and FCA US LLC in writing. The entire process will normally take no longer than 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:

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

This program is **not** compatible with the following program types:

- Dealership Employee Purchase Program
- Affiliate Rewards Program

Employee Advantage – Employee Purchase
Official Program Rules

- Friends Program
- CDI program
- All TDM programs
- National or Regional Consumer Returning Lease Loyalty cash programs
- Any vehicle sold or leased to a registered Fleet Customer, regardless of whether a Fleet allowance or payments are available or claimed.

FCA US LLC - Employee Advantage (EP) Purchase / Lease Pricing & Acknowledgement Form

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Dealership Name	Dealership Code	Delivery Date	
			Customer Initials

Price of Vehicle (listed as EP on Factory Invoice)		\$	
Trade-In Allowance (must match Buyer's Order)	\$		
Dealer Wholesale Book Value/Actual Cash Value (ACV)	\$		
Over-Allowance on Trade (Trade-In Allowance – ACV)		+ \$	

(Use of an over-allowance to increase the EP price is only permissible when the customer has negative equity in the trade-in vehicle)

Starting Price on Buyer's Order = \$ _____

Non-Factory Installed Options, Service Contracts, or Conversion Packages are negotiated. (Prices determined between the dealer and the customer, and are in addition to the above Starting Price on Buyer's Order.)

All dealer "Adds" and Non-Factory Installed Options are in addition to the Starting Price and must be individually listed and priced on the Buyer's Order / Purchase Agreement in the pricing computation.

The following must be completed for Leases:

"Adds" and Non-Factory Installed Options

Description	Price
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total "Adds" and Non-Factory Installed Options	+ \$ _____

Gross Capitalized Cost for Leases (must match amount shown on lease contract) = \$ _____

The FCA US LLC - Employee Advantage (EP) Purchase/Lease Program allows employees, retirees and eligible family members to obtain a new vehicle at a substantial discount. Eligible family members include the employee's or retiree's spouse/same sex domestic partner (must have affidavit on file with Benefits Express), parents, stepparents, spouse's parents, sons, daughters, stepsons, stepdaughters, brothers, sisters, stepbrothers, stepsisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, half brothers, half sisters, grandparents, and grandchildren. (Nieces, nephews, cousins, aunts, uncles, neighbors and friends are **NOT** eligible.)

I understand that, in consideration for the discount received, I **will not be able to bring a lawsuit for any disputes relating to this vehicle. Instead, I agree to submit any and all disputes through the FCA US LLC Vehicle Resolution Process, which includes mandatory arbitration that is binding on both FCA US LLC and me.** Before initiating this binding arbitration, I will first attempt to resolve the dispute (1) at the dealership, (2) through the customer assistance center, and (3) if I so choose, by non-binding arbitration. I acknowledge that this Form evidences a transaction involving interstate commerce, and, therefore, the Federal Arbitration Act (FAA) (9 U.S.C. § 2 et. seq.) shall govern the interpretation, enforcement, and proceedings of arbitration.

I represent to FCA US LLC that, before purchasing or leasing a vehicle under the Program, I received and read the Program Rules and Provisions (Rules), specifically including a copy of the document entitled Vehicle Resolution Process - Binding Arbitration. I hereby acknowledge that (1) I understand the Rules, (2) I agree to be bound by them and will comply with them, (3) I am eligible to participate in the Program, and (4) any non-compliance with the Rules may result in recovery of any sales fees paid to the dealer by FCA US LLC under the Program, termination of me or the Employee from participation in the Program, and/or other disciplinary action against the Employee. FCA US LLC, however, will not discharge the Employee solely because he or she or the eligible purchaser has filed a warranty lawsuit against FCA US LLC instead of an arbitration proceeding. Rather, FCA US LLC will ask the court to compel mandatory binding arbitration of the lawsuit consistent with these Program Rules and Provisions.

Do Not Sign This Form Unless Completely Filled Out

Customer Name (print) _____ Signature _____ Date _____

Sponsoring Employee/Retiree/Surviving Spouse Name (print): _____ Relationship: _____

Control Number: _____ VIN Number: _____

The selling dealership through the signature of its authorized representative below, represents to FCA US LLC that (1) it has provided a copy of the Program Rules and Provisions (Rules) to the Customer, specifically including a copy of the document entitled Vehicle Resolution Process - Binding Arbitration; (2) it has read, understood and agrees to comply with the Rules; (3) any non-compliance with the Rules by the dealership or anyone acting on its behalf may result in (a) the recovery by charge-back or otherwise of sales fees paid to the dealership, or incurred as an obligation to the dealership by FCA US LLC , and (b) the termination or suspension of the dealership from participation in the Program.

Dealership Representative (print) _____ Signature _____