

Employee Advantage – Friends Program  
Official Program Rules

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**Program Numbers:**

2014MY – 28HEG  
2015MY – 28HFG  
2016MY – 28HGG

**Revision Date:**

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

**+ Program Period:**

2014MY – 28HEG – February 19, 2013 through January 2, 2017  
2015MY – 28HFG – May 1, 2014 through January 2, 2017  
2016MY – 28HGG – May 21, 2015 through January 2, 2017

**Program Overview:**

The FCA US LLC (“Chrysler”) Employee Advantage – Friends Program is made available by FCA US LLC to encourage friends, neighbors, acquaintances, and extended family members of eligible employees, retirees and surviving spouses of FCA US LLC (formerly Chrysler Group) or a designated subsidiary/affiliate to drive new Chrysler, Jeep, Dodge, Ram and Fiat vehicles.

Eligible participants (as defined in the Customer Eligibility section below) have the ability to purchase or lease a FCA US LLC 2014MY, 2015MY or 2016MY new and unused vehicle at the preferred price. The Preferred Price is printed on the factory invoice and is identified with “PP.”

Although not a requirement, replacement of a competitive product is strongly encouraged.

**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  
2014 MY Viper eligible as of 10-1-14

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

**2015 MY**

**Eligible Models:** All Chrysler, Jeep, Dodge, Ram, FIAT vehicles  
2015 MY Dodge Viper eligible as of 10-1-14

**Ineligible Models:** 2015 MY Dart SE, 200 LX, 500e and all SRT models (Viper ineligible as of 7/24)

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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 (Viper ineligible as of 7/24)

**Eligibility Exclusions:**

- 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
- Any vehicle originally invoiced to non-domestic dealers
- Vehicles purchased or “dealer-traded” from non-franchised dealers, except new vehicles acquired from qualified conversion companies

**Employee Eligibility:**

The following persons are eligible to generate control numbers under this program:

- All active, regular, temporarily laid off, on-roll, U.S. - based FCA US LLC employees and any other subsidiary or affiliate company employees designated by FCA US LLC
- Retirees and surviving spouses of FCA US LLC (formerly Chrysler Group) and any other subsidiary or affiliate designated by FCA US LLC, receiving pension benefits under a FCA US LLC (formerly Chrysler Group) sponsored pension plan are eligible to participate in the Program

The following persons are ineligible for this program:

- Supplemental workers, Independent Contractors, former employees not currently receiving deferred vested pension benefits under a FCA US LLC sponsored pension plan, are not eligible to participate in this Program
- 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.

**Eligible Customers:**

Friends, neighbors, acquaintances, and extended family members of eligible employees and retirees of FCA US LLC (formerly Chrysler Group) or a designated subsidiary or affiliate

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**Program Elements:**

1. FCA US LLC has provided the ability for FCA US LLC and eligible affiliate company employees, retirees, and surviving spouses to offer the FCA US LLC (“Chrysler”) Friends program discount to their friends or neighbors.
2. Eligible individuals stated above, will have the ability to sponsor (6) friends or neighbors during the program period. Employees will be required to contact the Employee Advantage hotline at (800)756-AUTO or access the website [www.ea.chrysler.com](http://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.
3. Upon receiving the program control number, the eligible employee, retiree or surviving spouse simply provides it to a friend, who in turn, provides the control number to any participating U.S. Chrysler, Dodge, Jeep, Ram dealership or FIAT Studio.
4. 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.
5. A completed Pricing and Acknowledgement Form must also be completed and retained by the selling dealer for each sales transaction.

**Preferred Price:**

The retail purchase or lease price of any vehicle under this program is called the “Preferred Price” (a maximum of 1% below factory invoice plus a \$75 administration fee). The preferred price is printed on the factory invoice and is identified with “PP”. The customer has the right to see the factory invoice and verify the “PP” price.

Dealer installed options are negotiable between the participant and the dealer, and must be itemized and individually priced on a fully executed Bill of Sale, and FCA US LLC Affiliate Rewards Pricing and Acknowledgement Form signed by the Dealer and the purchaser/lessee. A net Bill of Sale without detail is not acceptable. The Dealer Price to purchaser/lessee is calculated by adding Dealer-Installed Options and/or Over Allowance on Trade amounts to the Preferred 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 governing State in which the vehicle is titled.

**Administration Fee:**

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

**Other Conditions:**

The friends, neighbors, acquaintances, and extended 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 a program participant 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. Upon delivery of the vehicle by the dealer, the customer pays the dealer or leases from any lending institution at the employee price (“PP”), as shown on the Factory Invoice,

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plus all applicable state and local taxes, license and title fees. (\$75 administration fee is included in the preferred price “PP”.)

- Any non-factory installed equipment or services are (i) the responsibility of the customer, (ii) negotiated between 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 PP 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 / PP 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.
- 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.

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

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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 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 ("Chrysler") 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.
- Effective February 10, 2011, there will be two efficient and safe methods for generating a program control number: first, through [www.ea.chrysler.com](http://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.
- 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 FCA US LLC's ("Chrysler") 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.

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**Employee, Retiree, Surviving Spouse Penalties:**

Eligible employees, retirees and surviving spouses who do not comply with the Rules and Provisions may be suspended from the program. Employees may also be subject to disciplinary action up to and including discharge.

**Program Questions or Disputes:**

All questions or disputes relating to the eligibility of vehicles, payments or other elements of this program shall be disposed of at the sole discretion of FCA US LLC whose decision in such matter shall be final. If you have any questions regarding this program, contact your District Manager or Business Center Office.

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

**Dispute Resolution Process – Binding Arbitration:**

Friends 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 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.

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**

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

This program is not compatible with the following program types:

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

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**Program Pricing & Acknowledgement Form**

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

Dealer Name

Dealer Code

Delivery Date

Selling Dealer (If Applicable)

Dealer Code

**Customer Initials**

Factory Invoice	\$
Less 1% discount from FCA US LLC - (Admin fee in Preferred Price)	\$ -
Documentation Fee (if applicable)	\$ +
National/Regional Consumer Rebate (if applicable)	\$ -
<b>Total Price of Purchase</b>	<b>\$</b>

Non-Factory Installed Options or Conversion Package – use attachment if necessary  
(Price determined between Dealer and Customer – not a part of Program.)

Description	Price
	\$
	\$
<b>Total Options</b>	<b>\$ -</b>
Over allowance on Trade (for financing purposes only)	
<b>TOTAL</b>	<b>\$</b>
	(Excludes tax* and License)
FCA Service Contract (if applicable)	
Code	\$
Lease Acquisition Fee	\$
<b>Lease Total</b>	<b>\$</b>

The FCA US LLC (“Chrysler”) Employee Friends Program allows eligible purchasers to obtain a new vehicle at a substantial discount. **I understand that, in consideration for this discount, I will not be able to bring a lawsuit for any warranty disputes relating to this vehicle. Instead, I agree to submit any and all disputes through the FCA US LLC’s Vehicle Resolution Process, which includes mandatory arbitration that is binding on both FCA US LLC and me.** Before initiating this binding arbitration, I will attempt to resolve the dispute: (1) at the dealership, (2) through the Customer Assistance Center. I acknowledge that this Form evidences a transaction involving interstate commerce, and that the Federal Arbitration Act (“FAA”) (9 U.S.C. sec 2 et. seq.) shall govern the interpretation and enforcement of this Agreement. I represent to FCA US LLC that before purchasing or leasing a vehicle under this Program, I received and read the Program Rules and Provisions (“Rules”), specifically including a document entitled “Vehicle Resolution Process - Binding Arbitration.” I acknowledge that (1) I understand the Rules (2) I agree to be bound by them and will comply with them, and (3) any noncompliance with the Rules may result in recovery of any sales fees paid by FCA US LLC under the Program, and termination of me or the Employee from participation in the Program.

**CUSTOMER:**

I, the customer signing below represents to FCA US LLC that (1) the dealer has reviewed with me a copy of the Program Rules and Provisions (“Rules”); that (2) I have read and understand the Rules; (3) I will comply with the Rules; (4) I am eligible to participate in the Program.

**Customer Name:**

(Print Name)

(Signature)

(Date)

**VIN NUMBER:**

**CONTROL NUMBER:**

**SELLING DEALERSHIP:**

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; (2) it has read, understood and agrees to comply with the Rules; and (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. \*The dealer is responsible for the proper calculation of the applicable sales tax, if any, owed to the taxing authority(s) with respect to the vehicle purchased/leased under this Program. This Pricing & Acknowledgement Form is not to be used by the participating dealer in the proper calculation of the sales tax base. **AUTHORIZED DEALERSHIP SIGNATURE:                      DATE:**