



AGENT AGREEMENT

AGENT ID (first initial and last name)

Agent and SMART Payment Plan, Inc. or its assigns ("SPP") agree as follows:

1. AGENT INFORMATION			
AGENT NAME		PHONE	
ADDRESS LINE 1		FAX	
CITY	STATE	ZIP CODE	TAX ID / SSN B → B = \$50/enrollment \$60/enrollment > 100 pay mc B → C = \$150/enrollment
EMAIL		COMMISSION AMOUNT	
AGENCY		AGENCY PHONE	

2. DEPOSIT INFORMATION -- INCLUDE A VOIDED CHECK or DEPOSIT SLIP WHEN FAXING			
BANK NAME	LAST NAME ON BANK ACCOUNT	ACCOUNT TYPE CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>	
9 DIGIT ROUTING NUMBER	BANK ACCOUNT NUMBER		

3. Independent Contractor. Subject to the terms and conditions of this Agreement, SPP hereby engages the Agent as an independent contractor to perform the services of distributing the Half Payment Plan, and the Agent hereby accepts such engagement.

4. Duties, Term, and Compensation. Agent agrees to distribute the program for a term of two years. SPP shall perform all consumer debits and warrants that all funds will be transferred to consumer's lender. SPP collects a deferred service charge of \$399 from the consumer's extra half debits. Agent is entitled to the Commission Amount specified above which shall be paid in 2 commission cycles. All payments shall be distributed 30 days from receipt of funds by SPP.

5. Expenses. Agent is responsible for all expenses incurred in connection with the performance of Agent's duties.

6. Inventions. Any and all inventions, discoveries, developments and innovations conceived during the term of this contract relative to the duties under this Agreement shall be the exclusive property of SPP; and the Agent hereby assigns all right, title, and interest in the same to SPP. Any and all inventions, discoveries, developments and innovations conceived by the Agent prior to the term of this Agreement in rendering duties to SPP are hereby licensed to SPP for use in its operations and for an infinite duration.

7. Confidentiality. The Agent acknowledges that during the engagement he or she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by SPP and/or used by SPP in connection with the operation of its business including, without limitation, SPP's business and product processes, methods, customer lists, accounts and procedures. The Agent agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of distributing the plan. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of SPP, whether prepared by the Agent or otherwise coming into his or her possession, shall remain the exclusive property of SPP. The Agent shall not retain any copies of the foregoing without SPP's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by SPP, the Agent shall immediately deliver to SPP all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control.

8. Conflicts of Interest: Non-hire Provision. Agent hereby warrants that it is free to enter into this contract. For a period of two years following any termination, the Agent or its employees shall not, directly or indirectly hire, solicit, nor recruit any employee or consultant of SPP or hire any such employee or consultant who has left SPP's employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction. The parties acknowledge that the services to be rendered by the Agent under this Agreement and the rights and privileges granted to Agent under the Agreement are of a special, unique, unusual, and extraordinary character

which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Agent of any of the provisions of this Agreement will cause SPP irreparable injury and damage. The Agent expressly agrees that SPP shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Agent. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that SPP may have for damages or otherwise. The various rights and remedies of SPP under this Agreement or otherwise shall be construed to be cumulative, and no one of the them shall be exclusive of any other or of any right or remedy allowed by law.

- 10. Merger / Transfer. This Agreement shall continue upon the merger, consolidation or transfer of either party to, into or with any other entity.
- 11. Termination. If Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of SPP, is guilty of misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, SPP may terminate this Agreement immediately without written notice.
- 12. Exclusive Provider. Agent shall not distribute any competing payment plans for the duration of this contract.
- 13. Agent. This Agreement shall not render the Agent an employee or partner of SPP for any purpose. The Agent shall have no claim against SPP hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 14. Choice of Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 15. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Illinois in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- 16. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 18. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 19. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Agent

Signature

Printed Name

Title

Date

SMART Payment Plan, Inc



Signature

Alexander G. Abale

Printed Name

Corporate Business Development

Title

5/21/08

Date

Fax to 312-893-2199 or 312-277-9505



DEALER AGREEMENT

AGENCY / AGENT ID

Dealership and SMART Payment Plan, Inc. or its assigns ("SPP") agree as follows:

1. DEALER INFORMATION			
DEALERSHIP NAME		PHONE	
ADDRESS LINE 1		FAX	
ADDRESS LINE 2		TAX ID / SSN	
CITY	STATE	ZIP CODE	SOFTWARE PROVIDER (ADP / REYNOLDS / ETC)

2. REPORTING INFORMATION		
NAME	TITLE	EMAIL
NAME	TITLE	EMAIL
NAME	TITLE	EMAIL

3. DEPOSIT INFORMATION - INCLUDE A VOIDED CHECK or DEPOSIT SLIP WHEN FAXING		
BANK NAME	LAST NAME ON BANK ACCOUNT	ACCOUNT TYPE CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>
9 DIGIT ROUTING NUMBER	BANK ACCOUNT NUMBER	

- Conduct.** Both parties will conduct business in a professional manner that reflects favorably on the good name, goodwill and reputation of each party. Neither party shall engage in deceptive or unethical practices. Neither party shall make representations, warranties or guarantees to customers or to the trade with respect to the requirements, features, benefits or savings of the Plan that are inconsistent with the information distributed by SPP, including all warranties and disclaimers.
- Best Efforts.** Dealership agrees to present the Plan to customers and fax completed and signed enrollment forms within 24 hours of enrollment date to SPP. Dealership agrees to permit approved SPP marketing materials in the dealership. SPP agrees to train finance managers, perform customer transactions on time, provide ongoing dealership support and provide quality customer service in connection with the Plan.
- Confidentiality.** The parties acknowledge that each will acquire confidential and proprietary technical and business information from each other during the term of this Agreement. The parties agree that they will not disclose to any third party such confidential information learned during the course of performance of this Agreement, without prior written consent of the other party, unless required by law. The parties agree to treat each other's confidential and proprietary information with the same degree of care as the other party does, in any event, with not less than a reasonable standard of care.
- Compliance with Law.** Both parties shall comply with all applicable requirements of federal, state and local laws, ordinances, administrative rules and regulations.
- Software Integration.** Dealership authorizes SPP to contact Dealership's software system provider to download the enrollment form into dealership's operating system. Dealership is responsible for any fees charged by its operating system provider to download the Enrollment Form.

9. Ownership rights. Dealership acknowledges that SPP's technology, and all copyrights, patents and other intellectual property rights relating to SPP's plan, are the exclusive property of SPP, and that nothing in this Agreement shall be construed as granting dealership any right, title or interest in or to SPP's technology or in the intellectual property rights relating to SPP's technology.
10. Term. The term of this Agreement shall be for the period beginning on the effective date of this Agreement and ending upon written termination.
11. Termination. Either party may terminate this Agreement at any time without cause upon ninety (60) days prior written Notice. This Agreement may be terminated by either party for cause immediately with written notice upon breach of any material provision of this Agreement.
12. Fees, Pricing, Commissions. SPP collects a deferred service charge from the first extra half debit and future extra half debits until the \$399 fee is collected. Each portion of the enrollment fee is considered fully earned by SPP when collected. No portion of enrollment fee is paid as commissions until collected by SPP. Dealer earns a total commission of \$200 for each Consumer that is enrolled in the plan. \$100 of this commission is earned by Dealer when SPP collects the Consumer's first full debit. The remaining \$100 commission is earned by Dealer when SPP makes the next extra half debit. If Consumer's payment is low enough, additional debit cycles may be necessary to fulfill Dealer's total commission. If Consumer's account is cancelled for any reason before the complete enrollment fee is collected, any remaining or uncollected portion of the enrollment fee is not earned by Dealer. If enrollment fee is refunded to Customer for any reason, amount of refund shall be deducted from Dealer's next commission payment. Dealer commissions are reconciled and settled on a monthly basis. The Dealer understands that there may be a delay of up to 30 days until revenue is reconciled by SPP and paid to Dealer.
13. Complete Agreement. This Agreement represents the entire Agreement between the parties and precedes any previous agreement between the parties. Any waiver of any part of this Agreement shall not constitute a waiver of any other part, nor shall a waiver of any breach of this Agreement or any part of it constitute a waiver of any succeeding breach. In the event any provision of this Agreement is determined to be invalid, the remaining provisions of this Agreement shall continue in full force and effect. The parties agree that a court of competent jurisdiction may modify provisions of this Agreement so as to make the Agreement enforceable. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same is in writing and signed by all of the parties hereto.
14. Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. Dealership hereby consents to personal and subject matter jurisdiction of Illinois courts. In the event that a final judgment is entered against Dealership by a court of competent jurisdiction, Dealership consents to entry of such judgment in Dealership's state of domicile and waives any objection that the judgment is contrary to the laws of that state. This Agreement shall be interpreted and performed in accordance with the laws of the State of Illinois, and the Circuit Court of Cook County, Illinois shall be an appropriate venue for adjudication of this Agreement.
15. Transfer. Successors and assigns of either party shall be entitled to the full rights and benefits of this Agreement.

Dealer

SMART Payment Plan, Inc.

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

Fax to 312.893.2199 or 312.277.9505