

**By participating in the Program, dealers agree to these Program Guidelines.**

**PROGRAM PERIODS** - Program periods equate to calendar quarters, beginning January, April, July and October. The initial program period will begin July 2021.

**GENERAL PROGRAM DESCRIPTION** - The Program is a dealer cash reward program for dealer purchases of off-lease vehicles. Each eligible dealer will be assigned a quarterly purchase target. Upon meeting its purchase target, dealers will earn cash rewards for qualifying vehicles purchased that meet or exceed the purchase target.

**ELIGIBLE DEALERS** - Subject to these Program Guidelines, active FCA US dealers are eligible to participate in this Program.

**PURCHASE TARGETS** - Chrysler Capital will set purchase targets for each program period within two weeks of the beginning of the period and post them on the dealer's landing page on Chrysler Direct.

**ELIGIBLE TARGET PURCHASES** - Grounded, off-lease CCAP Auto Lease Ltd. vehicles purchased through Chrysler Direct (Grounding Dealer Phase, Closed Phase, Open Phase or Simulcast Plus) during the program period will apply toward a dealer's purchase target.

**PURCHASES EARNING REWARDS** - Chrysler Capital will set cash reward amounts by vehicle model for each program period within two weeks of the beginning of the period and post them on the dealer's landing page on Chrysler Direct. Any vehicle purchased that meets, or exceeds, the dealer's purchase target for the program period may qualify for a reward payment amount. Not all vehicle models may qualify for reward payments.

**PAYMENT METHOD** - Reward payouts will be paid during the calendar month after the close of the previous program period. Dealers will receive payment through the same method by which they currently receive daily funding. Dealer is responsible for any taxes or official fees associated with its receipt of cash rewards under this Program.

**ARBITRATIONS** - Any Chrysler Direct purchase in the program period which the dealer arbitrates, and for which the sale is invalidated, will not count toward eligible target purchases nor cash rewards.

**ERRORS** - Dealer agrees that Chrysler Capital will offset reward payouts for any reward incentives paid to dealer in error. Upon demand, dealer agrees to promptly refund such amounts to Chrysler Capital.

**PROGRAM TRACKING** - The dealer's landing page in Chrysler Direct will display metrics related to the Program to assist dealers with tracking.

**PROGRAM AND ELIGIBILITY CHANGES** - The Program may be changed, suspended or terminated at any time. **Chrysler Capital may suspend or terminate a dealer's participation in the program at any time due to performance or other concerns.** Reward amounts earned prior to suspension or termination will be paid in accordance with these guidelines.

**ADDITIONAL PROVISIONS** - These Program Guidelines constitute the entire agreement between dealers and Chrysler Capital relating to the Program and supersede any prior Program Guidelines or agreements relating thereto. Participating dealer's rights or performance under this program are not transferrable or assignable. Chrysler Capital may assign its rights or delegate its obligations under this program at any time. If any provision of these Program Guidelines is held unlawful, void or unenforceable, the remaining provisions remain in force. Nothing in these Program Guidelines shall be deemed to modify the terms of any other agreements between any dealer and Chrysler Capital. In addition to these Program Guidelines, supplemental terms and information may appear in dealer bulletins on Chrysler Direct or other dealer communications from Chrysler Capital; if there is a conflict, these Program Guidelines will control. Chrysler Capital reserves the right to change or modify the Remarketing Rewards Program rules and/or eligibility requirements at any time and without prior notice.

**Jurisdiction and Applicable Law.** This Program (including these Program Guidelines) shall be governed by the laws of the State of Texas. Any action arising from or related to this program (including these Program Guidelines) shall be brought in the state and/or federal courts located in the State of Texas, which shall have exclusive jurisdiction over such actions.

CHRYSLER CAPITAL, ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ("CHRYSLER CAPITAL PARTIES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS PROGRAM, REGARDLESS OF WHETHER CHRYSLER CAPITAL PARTIES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.