



Sales Promotion Agreement

This Agreement is entered into between My Solutions Inc. ("MSI"), a Michigan corporation, located at 215 West Ann Arbor Road. Suite #201 Plymouth, Michigan 48170, and

("Client"): _____

Physical Address: _____

Phone Number: _____

RECITALS

- A. MSI is engaged in the business of providing consulting and related services to dealers of automobiles, trucks and other motor vehicles throughout the United States with respect to marketing, sales, sales management, advertising and operations.
- B. Client desires to engage MSI to provide such services on the terms and conditions Hereinafter set forth.

The parties contractually agree to the following terms:

- 1. AGREEMENT TO RETAIN.** The client hereby retains MSI to perform the services Set forth herein.
- 2. SERVICES TO BE PROVIDED.** MSI shall assist in training Client's sales personnel and sales management in the method of sales promotions, and provide salesmen to run the sales promotion. MSI will coordinate every aspect of the sale. MSI will monitor Client's progress on a daily basis during the sale period. Client will arrange for delivery of vehicles and remaining financing issues after the sale concludes.
- 3. CONSIDERATION.** As consideration for MSI'S services, Client agrees to compensate MSI as follows:
 - a. Client will pay within 48 hours of billing and contract by MSI for the cost of the Sales promotion inserts, typically \$8,500 to \$17,500. Agreed upon amount of inserts costing: \$_____. Dealer will be responsible for insert fees to newspapers.
 - b. Client will pay MSI 32% of the total "Front End" and "Back End" gross profit for each vehicle delivered (new or used, car or truck, sale or lease) during or as a result of the sale. If Clients total gross profit after deducting basic cost of the sales promotions exceeded \$75,000, Client will run one additional sale within 60 days using MSI services under the same terms and conditions. Client agrees to directly pay MSI salespeople under the same commission schedule as dealership salespeople received prior to sale, without application of any quota requirements.
 - c. "Front End Gross Profit" shall be defined as:
 1. New Vehicles: All gross profit on sales shall be calculated on total revenues received over Client's actual cost (without overhead or dealer "pack" added), including but not limited to holdback, factory incentives, carryover allowances and similar items of "other gross profit".
 2. Used Vehicles: All gross profit on sales shall be calculated on total revenues received over Client's actual cost, including reconditioning of the vehicle without overhead or dealer "pack" added.
 - d. "Back End Gross Profit" shall be defined as the total revenues received from Finance, Insurance, Service Contracts and other "after sales items" less the actual cost of those items, as applicable.

- e. All fees Payable to MSI and its agents shall be paid within two days of the sale and delivered by overnight courier at Client's expense. No more than 10 days after the sale, MSI and its agents will be paid for vehicles delivered as a result of the sale that were delivered and paid on the second day after the sale. **These fees shall be sent to our Florida Billing Center at 7003 Park Street South, Saint Petersburg, Florida 33707.**
- f. Dealership agrees to appraise all trade vehicles at current wholesale value of said trade-in. The current wholesale value shall be determined using any recognized and consistently utilized Used Vehicle Guide from Client's market area.
- g. MSI shall be entitled to audit the books and records of the Client to verify reported figures up to six months after conclusion of the sale.

4. CLIENT'S RESPONSIBILITIES. The client agrees to cooperate with and assist MSI in the implementation of the sales promotions as follows:

- a. Client agrees to comply with the instructions and the sales and management training methods taught and recommended by MSI. Client will provide daily reporting of daily sales information via fax, and other information reasonably requested regarding the sale and calculation of MSI'S and its agents compensation.
- b. Client agrees to:
 - 1. Provide credit bureau access with printer on site, to facilitate immediate conditional delivery of purchased vehicle prior to lender approval.
 - 2. "Spot deliver" vehicles, subject to state law and/or flooring source requirements.

5. PROPRIETARY INFORMATION AND MATERIALS.

- a. Client acknowledges that the MSI Sales and Promotions methods, procedures, forms and materials are protected intellectual property and thereby agrees not to use said information, methods, or materials, etc., without the written consent of MSI and will keep same confidential.
- b. Client shall make no offer or attempt to retain or employ any person, firm or Entity employed by, contracted by, or formerly employed by or affiliated with MSI, during the term of this agreement and for a period of one (1) year after termination of this agreement. If Client is in violation of this subsection, Client shall immediately pay to MSI and agency or recruitment fee of Fifty Thousand dollars (\$50,000.00). This liquidated damage amount shall not be construed as a penalty. MSI independent contractor shall be deemed an exclusive affiliate of MSI.
- c. Client shall not compensate or offer to compensate any MSI affiliated person, Independent contractor, firm or entity in any manner whatsoever, except as provided hereunder.
- d. Client, its parent subsidiaries or affiliates agree not to use a sales promotion similar to MSI without the express written consent of MSI.

6. INDEMNITY OF MSI. Client agrees to hold MSI and its representatives harmless and to indemnify MSI and its representatives from and against any claim, liability, cost or expense, including but not limited to reasonable attorney's fees arising out of Services rendered by MSI and its representatives for and/or on behalf of Client or from the relationship of Client to MSI, unless such claim arises from the willful misconduct of MSI or its representatives. Such willful misconduct shall be determined by a court of competent jurisdiction.

7. MISCELLANEOUS PROVISIONS.

- a. **ARBITRATION.**
Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association Under its commercial

Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrators shall also award costs of arbitration and attorney's fees to the prevailing party in any such matter.

b. INVALIDITY OF PROVISION.

In the event a court of competent jurisdiction shall find any provision of this Agreement unenforceable or invalid, the remainder does not materially change the burdens and benefits of the Agreement, and this Agreement shall be fully enforceable as to the remaining provisions. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held by a court of competent jurisdiction to be prohibited by or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever, the remainder of such provision or term or the remaining provisions or term or the remaining provisions or terms of this Agreement. If any of the covenants set forth in this Agreement are held to be unreasonable, arbitrary, or against public policy, such covenants will be considered divisible with respect to scope, time and geographic area, and in such lesser scope, time and geographic area, will be effective, binding and enforceable against Client.

c. ENTIRE AGREEMENT.

This Agreement comprises the entire Agreement of the parties. Any amendment or modification of this Agreement shall be in writing signed by all parties. All optional addenda executed by the parties shall become an integral part of this Agreement and shall incorporate all provisions of this Agreement.

d. LEGAL RELATIONSHIPS.

The parties agree that MSI'S and its agent relationship to Client shall be that of independent contractor. This relationship shall at no time be deemed a joint venture, partnership, or employer-employee relationship.

e. BUILDING ON SUCCESSORS.

This Agreement will be binding upon the parties, their heirs, personal representatives, executors and administrators, as well as their successors in interest, signers or other person or entity acquiring any interest in Client through or from Client.

f. JURISDICTION.

The parties agree that the laws of the State of Michigan shall govern the terms of this agreement and the relationship between the parties. This Agreement was negotiated in Ingham County, Michigan which shall constitute the exclusive venue for jurisdiction of any legal dispute between the parties.

TERMS OF AGREEMENT

Client agrees to all terms and conditions listed on this Agreement. The terms of this agreement shall be for the sales promotions commencing on _____ and ending on: _____.

Executed on this the ____ day of _____ 200__.

MSI: By: _____

CLIENT: By: _____

Title: _____

Title: _____

Billing Address

My Solutions INC
7003 Park Street South
St Petersburg, FL 33707

Corporate Address

My Solutions INC
215 Ann Arbor Road Suite 201
Plymouth, Michigan 41070