



Retailer Enrollment Checklist

- [] **Retailer Agreement** Executed by Corporate Officer, Member or Partner (**Not Manager or GM**) for each dealership business entity listed on the Retailer Agreement. Up to 7 Corporations Can sign.
- [] **Retailer Information Form** Complete one form for each rooftop or business entity signing the Retailer Agreement.
- [] **Copy of Business License** Provide a photocopy of state vehicle dealer license or state general business license.
- [] **Retailer Product Exception** Required when a Retailer wants to finance a non-eligible product.
- [] **Retailer E-Contracting List** Required when a Retailer chooses to E-Rate & E-Contract using the online FormsBuilder.
- [] **ZERO Plan Menu** **Optional** program to allow Retailers to use a sales tool to increase revenue on cash purchasers and service drive customers.

Non – Franchised Independent Retailer, Used Vehicle Retailer or Repair Shop Only

Required Eligibility Criterion For Independent Retailer:

- Minimum 3 years in business at same location.
- Owner or corporate officer must sign a **Personal Guaranty Agreement** to guarantee the obligations of the business entity signing the dealer agreement.

- [] **Personal Guaranty** Required only for Independent Retailers or Used Vehicle Retailers.

FAX ALL FORMS TO 773-889-4508 or SCAN/EMAIL TO
SALES@THEZEROPLAN.COM

Once the above documents are received by Universal Lenders, LLC a Launch Kit will be shipped to the Retailer and contracts can be presented for funding.



Retailer Information

| | | | |
|--|--------------------------|----------------------------|----------------------------|
| _____ DBA _____ | | | |
| Corporate Name | | Advertised or Assumed Name | |
| _____ | | _____ | _____ |
| Store Location (Physical Street Address) | | City | State Zip Code |
| _____ | _____ | _____ | _____ |
| Corp Type | Date Organized | FEIN/Tax ID # | Main Phone Fax |
| _____ | _____ | _____ | _____ |
| Menu Provider | Management Software(DMS) | Retailer Group Name | Initial Retailer Fee Level |
| _____ | _____ | _____ | _____ |
| ZERO Plan® Agent Name | ZERO Plan® Agency | Agent Phone | Retailer Type |
| _____ | _____ | _____ | _____ |

Officers(Pres, VP, Sec), Members, Senior Management (CFO,GM, F&I Director)

| Title | Name | Email Address |
|-------|-------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

F&I Managers(At Least One Name Required)

| Name | Email Address |
|-------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| Important Contacts: | Name | Email Address |
|-------------------------------|-------|---------------|
| Office Manager: | _____ | _____ |
| Funding Checks: | _____ | _____ |
| Cancellation Requests: | _____ | _____ |
| Save-A-Deal Attention: | _____ | _____ |

Products to be Financed with The ZERO Plan

| Provider/Administrator | Product | Dealer Code |
|------------------------|---------|-------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| | |
|--------------------------------|--|
| ZERO Plan FormsBuilder: | <input type="checkbox"/> Basic Forms Origination <input type="checkbox"/> Other Forms Provider _____ |
| | <input type="checkbox"/> Add E-Rate & E-Contract Financed Products to Basic function. |



Zero Plan® Retailer Agreement

This Zero Plan® Retailer Agreement ("Agreement") by and between Universal Lenders, LLC an Illinois Limited Liability Company ("Universal") and the Parties named below ("Retailer") is effective as of _____.

WHEREAS, Universal is a premium payment plan provider in the business of purchasing Note & Contract ("Note") from Retailers who sell service agreements and other protection products ("PP"); and

WHEREAS, Universal is offering a program called The ZERO Plan® to provide an installment payment option for the purchase of PPs sold to consumers by Retailers; and

WHEREAS, Retailer wishes to offer its customers the ability to make installment payments for the purchase of PPs using Universal's ZERO Plan® under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Retailer and Universal agree as follows:

A. **Retailer Representations**

1. Each Note offered to Universal for purchase arose from the purchase of a PP by a customer of Retailer.
2. The down payment disclosed on each Note was paid in cash or its equivalent and no part of it was loaned or financed, directly or indirectly, by Retailer to or for the customer.
3. At the time of purchase, the customer had the capacity to contract.
4. The signatures on each Note are genuine.
5. All contracts executed by customers shall comply with any State or Federal laws applicable to the customer or customers.
6. If the Note and other required documents were delivered to Universal in either a digital format without a signature or as copies of the originally signed documents then the original customer executed documents will be retained by Retailer on behalf of Universal for a minimum of four years from the contract date found on the documents and Note. Verbal contracts secured by Retailer over the telephone will require the Retailer to keep a recorded record of the Customer acceptance for four years from the date found on the Note.

B. **Mutual Representations**

1. Retailer is not obligated to offer Notes for sale to Universal.
2. Universal is not obligated to purchase such Notes for PPs from Retailer.
3. Universal makes no representation or warranty as to the interpretation, enforceability or validity of the Note or any related form or document under any law(s) of any state(s) and Retailer hereby agrees to bear and to assume, the sole and exclusive risk of examining any local law(s) which may affect the interpretation, enforceability or validity of the Note.

C. **Retailer Responsibilities**

1. Retailer agrees to comply with Universal's current ZERO Plan® Terms, a copy of which is attached as Exhibit A to this Agreement, which Universal may revise from time to time giving Retailer a minimum of thirty days notice.
2. Retailer will only offer customers who desire to participate in the ZERO Plan® program PPs administered by organizations ("Administrators") which have been approved in advance by Universal.
3. Within ten business days of the date of execution, Retailer will present to Universal for assignment and payment executed Notes which use Universal's then current ZERO Plan® Note & Contract form.
4. Within ten business days of the date of execution, Retailer will present the PPs which are the subject of such ZERO Plan® Notes to Administrators with Universal noted as the Lien Holder and will provide a copy of the PP to Universal along with the Note.
5. Retailer will comply with all of the Administrator's terms and requirements for the PP, will present the PP to the Administrators in the time required by the Administrators and will pay the full cost of the PP in the time required by the Administrators.
6. Retailer agrees to fully comply with the Federal Truth In Lending Act and all applicable federal, state and local laws that pertain to consumer finance, premium financing and the collection of installments for PPs. This includes any state required licensing needed to sell Notes to Universal.
7. The ZERO Plan® is intended to provide that the customer will incur no finance charge when purchasing a PP. Retailer accordingly agrees to offer customers the same price on all PPs whether they choose to participate in the ZERO Plan® to pay for a portion of the price or they choose to pay the full price in cash or its equivalent. Retailer agrees that under no circumstances will there be a price reduction on a PP offered to a customer who elects not to participate in the ZERO Plan®.
8. Upon cancellation of a PP by the customer or for a default by the customer under the terms of the Note, Retailer agrees to timely issue a full pro rata refund of the PP retail sales price based upon time, and not upon elapsed miles, made payable solely to Universal or to cause the Administrator to timely issue a full pro rata refund of the PP retail sales price based upon time, and not upon elapsed miles, to Universal pursuant to the terms and conditions of the PP. Retailer acknowledges that Universal may agree to include PPs in the ZERO Plan® program that contain no cancellation provisions. In these cases the Retailer agrees to issue a pro rata refund of the retail selling price of the non-cancellable PP as they would for a cancellable PP. In all cases where a PP is presented with no cancellation provision the Retailer agrees to use a 60 month term to calculate the pro rata cancellation refund.

In addition, should the terms of a PP call for a reduction in the pro rata refund amount for any claims paid or pending under the policy, Retailer agrees to disregard these terms and pay the full pro rata refund without regard to the reduction of the refund amount by the amount of any claims paid or pending. The Retailer acknowledges that the responsibility and obligation of the Retailer to issue the above defined full pro rata refund to Universal is not contingent on Retailer receiving any reimbursement from the Administrator, Warrantor, Manufacturer or insurer of the PP.

9. Retailer will pay to Universal all cancellation refunds upon demand. Should payment not occur within 30 days of demand a late payment fee will be assessed on the unpaid amounts of 5% per month of the unpaid amount until paid.

10. Retailer agrees to allow Universal to offset any amounts of money owed to Universal by Retailer against any monies Universal may owe Retailer. This includes, but is not limited to, offsetting amounts owed to Universal by Retailer for pro rata cancellation refunds against the proceeds from the purchase of a Note submitted by Dealer and due to be purchased by Universal.

D. Universal Responsibilities

1. Within seven business days after receipt of a Note for a PP and the required forms, and providing there are no material errors on the documents, Universal shall pay to Retailer an amount equal to the unpaid balance on each Note for a PP it elects to purchase from Retailer, less the then current Retailer fees found in Exhibit A.

E. Indemnification, Damages and Right of Offset

1. In the event of any breach of any responsibility or representation of the Retailer, Retailer will re-purchase and accept a re-assignment of the Note from Universal by paying to Universal any amount due from the customer at the time of the Retailer's breach. The obligation of re-purchase and re-assignment includes, but is not limited to, where Retailer has failed to submit the subject PP to the Administrator or failed to pay the Administrator for the PP in a timely fashion or where Retailer fails to forward a refund triggered by a customer default or cancellation.
2. Retailer agrees to indemnify and hold Universal harmless from any and all claims, costs, and expenses, including reasonable attorney's fees arising out of any customers' and/or other third parties' claim, action, suit or the like, relating in any way to the sale of a PP to the customer by the Retailer, including without limitation Retailer's failure to submit a PP to the Administrator or to pay the Administrator for the full cost of the PP in timely fashion or the failure of Retailer to comply with any of the terms of sections A, B, and C above.
3. Universal shall be entitled to reasonable attorney's fees and costs in any proceeding to enforce or collect under this paragraph and Agreement. Furthermore, Retailer authorizes the Administrator of the PP at issue to pay Universal any amounts claimed by Universal against Retailer and for the Administrator to offset such amount paid to Retailer against any sums owed by Administrator to Retailer in any transaction between Retailer and Administrator.

F. Term and Miscellaneous

1. This Agreement shall be effective upon its execution by the parties and is binding upon the parties' successors and assigns.
2. Either party may terminate this Agreement without cause on thirty days' written notice.
3. All Parties named below acknowledge joint and several liabilities for all obligations of each party under this Agreement.
4. Universal may terminate this Agreement immediately upon Retailer's breach of this Agreement, or for acts of fraud or intentional dishonesty directed to Universal or to Retailer's customers, including without limitation Retailer's failure to submit a PP to the Administrator or to pay the Administrator for a PP in timely fashion.
5. The provisions of this Agreement, including without limitation provisions concerning PP cancellation refund checks, will continue to govern all PPs purchased by Universal under this Agreement and not reassigned to Retailer after this Agreement is terminated.

G. **Venue And Jurisdiction**

This Agreement has been made, executed and delivered in Cook County, Illinois. In the event that any party hereto commences any suit or other legal or administrative proceeding to enforce any of the terms or conditions of this Agreement, the parties hereby consent to venue and subject matter jurisdiction in the Circuit Court of Cook County, Illinois, First District at Chicago. Both parties hereby agree to waive any defense based on alleged lack of personal jurisdiction, improper venue and inconvenient forum. Each party hereby waives the right to trial by jury.

UNIVERSAL LENDERS, LLC

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer Legal Name)

Signature: _____

Title: _____

Printed Name: _____

Where Multiple Business Entities Are Executing This Agreement Additional Signatures Can Be Added Below:

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

RETAILER _____
(Retailer legal name)

Signature: _____

Title: _____

Printed Name: _____

Exhibit A – Zero Plan® Program Fees & Guidelines

Effective 9-1-2023

| ZERO Plan Guidelines for Program Eligibility | | | | Minimum Down Payment | Maximum # of Payments |
|--|----|--------|--------|----------------------|-----------------------|
| Remaining Policy Coverage of product(s) being sold † | | | | | |
| 12 | to | 23 | Months | 20 % | 9 |
| 12,000 | to | 23,999 | Miles | | |
| 24 | to | 35 | Months | 15 % | 12 |
| 24,000 | to | 35,999 | Miles | | |
| 36 | to | 47 | Months | 10 % | 18 |
| 36,000 | to | 47,999 | Miles | | |
| 48 | to | 59 | Months | 10 % | 24 |
| 48,000 | to | 59,999 | Miles | | |
| 60 | to | 71 | Months | 10 % | 30 |
| 60,000 | to | 71,999 | Miles | | |
| 72 | to | 83 | Months | 10 % | 36 |
| 72,000 | to | 83,999 | Miles | | |
| 84 | + | Longer | Months | 10 % | 42 |
| 84,000 | + | Longer | Miles | | |

Retailer Fees

For contracts submitted that conform to the above guidelines, the amount paid to the Retailer for purchase of a ZERO Plan® Note will be reduced by the retailer fee detailed below.

| Customer Repayment Option | ▶ RETAILER FEE LEVEL ◀ | | | |
|---------------------------|------------------------|---------|---------|---------|
| | Level A | Level B | Level C | Level D |
| 9 payments | 9% | 7% | 6% | 5% |
| 12 payments | 11% | 9% | 8% | 7% |
| 15 payments | 13% | 11% | 10% | 9% |
| 18 payments | 14% | 12% | 11% | 10% |
| 24 payments | 17% | 15% | 14% | 13% |
| 30 payments | 19% | 17% | 16% | 15% |
| 36 payments | 21% | 19% | 17% | 16% |
| 42 payments | 22% | 20% | 18% | 17% |

High Balance Adjustment:

For balance to finance that is between \$5000.01 and \$6500.00, the fee above will be reduced by 1%.

For balance to finance over \$6500.00, the fee above will be reduced by 2%.

† For stale-dated submissions, or wrap policies that have an in-service date more than 12 months before submission, please call for eligibility; additional stipulations may be required.

- **ZERO Down Payment Program:** To offer the customer a payment plan with no down payment, the following terms are amended:
 - First payment is due at the time the Note & Contract is signed. First payment date will be the same as the contract date. Dealer must collect and retain the first payment (Dealer will be funded the unpaid balance less the first payment and less the Retailer fee).
- **Retailer fee refund in event of default (non-payment):**
 - **Level A, B or C Retailers:** If a contract is cancelled due to customer default (*non-payment*) **within 60 days**
 - **100% of the Retailer Fee will be refunded.** After 60 days the fee charged to the dealer is fully earned.
 - **Level D Retailers:** If a contract is cancelled due to customer default (*non-payment*) **within 90 days**
 - **100% of the Retailer Fee will be refunded.** Between 91 to 120 days, 35% will be refunded.
 - After 120 days the fee charged to the dealer is fully earned.
 - **ZERO Down Program (all Levels):** If a contract is cancelled due to customer default (*non-payment*) **within 60 days**
 - **50% of the Retailer Fee will be refunded.** After 60 days the fee charged to the dealer is fully earned.

‡ **Determining Retailer Levels:** Fee levels are determined by average monthly production. Each month all Retailers will be assigned a volume level A thru D based on the average number of monthly contracts purchased during the preceding 3 calendar months. New retailers will be assigned as Level A until 3 months of purchase history is available. **Dealer Groups may combine their volume from commonly owned rooftops to determine the group's Level.**

Volume Level Definitions:

Average Monthly Number of Contracts Purchased (Last 3 Months)

Level A = 1 thru 5 | Level B = 6 thru 20 | Level C = 21 thru 40 | Level D = 41 and up



Personal Guaranty of Retailer Obligations

For value received, the undersigned hereby unconditionally guarantees the full, faithful and timely performance of all obligations of _____
("Retailer") under The Zero Plan® Retailer Agreement ("the Agreement").

The obligations you are agreeing to personally guarantee include but are not limited to:

- Retailer's obligation to make any payment or refund due under the Retailer Agreement.
- Indemnification of Universal Lenders LLC in any lawsuit as a result of Retailer's actions.

You are also agreeing that:

- It shall not be necessary for Universal Lenders LLC to proceed first against the Retailer before proceeding to enforce this guaranty.
- In connection with this guaranty the undersigned agrees to allow Universal Lenders LLC to investigate the creditworthiness of the Guarantor which will include accessing a credit bureau report.
- Universal Lenders LLC shall be entitled to reasonable attorney's fees and collection costs in any proceeding to enforce or collect under this Guaranty.

This Guaranty shall be binding upon the undersigned and upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the Assignee, its successors and assigns. The validity and construction of this guaranty shall be governed by the laws of the State of Illinois.

Dated _____
_____ Guarantor – Signature

_____ Guarantor – Printed Name

Social Security # _____ Birthday _____

Home Address: _____
