



FirmAuto USA Inc.
18000 Studebaker Rd. Suite 700
Cerritos, CA, 90703
(562) 467-6963
firmautousa.com

INSTRUCTIONS TO PROPERLY EXECUTE DEALER AGREEMENT

Thank you for becoming a FirmAuto USA Inc ("FirmAuto USA") DEALER Partner. Please remember all the information provided and attached to this application will be verified before activating your account for funding. Please read the Agreement carefully as it explains the terms of your relationship with FirmAuto USA. All pages of the Agreement must be initiated in the designated spaces and a signature is required on the last page.

To process your application, the following documentation is required:

Franchise Application Checklist:

- FirmAuto USA DEALER Application page (filled out)
- Signed Authorization Agreement for Automated Deposits
- Copy of Voided Check
- Copy of State DEALER License
- Copy of Retail Installment Sales/Finance License (if applicable)
- Rate Cap State Filing (SC only)
- Signed and Initialed DEALER Agreement (Only to be executed by owner(s))



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DEALER APPLICATION

Corporate Business Name:	Franchise/ DBA (Doing Business As):
Address (physical):	City: State: Zip:
Main Phone: () Main Fax: ()	Main Email: Website Address:
Federal Tax ID:	Systems/ DMS name:
Portal (select one) DEALERTrack #: RouteOne #: Other:	Main Contact Name: Title: Telephone: () Callback Fax: () Cell phone: () Email:
General Manager Name: Title: Telephone: () Callback Fax: () Cell phone: () Email:	Finance Director Name: Title: Telephone: () Callback Fax: () Cell phone: () Email:

I understand that by providing email addresses, I or employees of my dealership may receive periodic email communications from FirmAuto USA.

Signature of Authorized Representative:

_____ Date: _____



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AUTHORIZATION AGREEMENT FOR AUTOMATED DEPOSITS

FirmAuto USA Inc, LLC uses ACH electronic payment for fast, reliable and consistent Funding. This method pays the same day, but the funds will not be available until 12:00 AM (Pacific Standard Time) the following business day. The cut-off time for Funding to receive all the required documentation is 2:00 PM (Pacific Standard Time). **By completing this form, you will allow FirmAuto USA to deposit funds immediately to your designated bank account.**

I (we) hereby authorize, FirmAuto USA Inc, hereinafter called "FIRMAUTO USA" to initiate credit entries and, if necessary, debit entries and adjustments for any entries in errors to my account indicated below and the DEALER named below, hereinafter called "DEALER" to credit and/or debit the same account.

(Please note: FirmAuto USA cannot deposit into depository accounts)

Bank Information

Bank Name: _____ Branch: _____
City: _____ State: _____ Zip Code: _____
ABA Routing Number: _____
Checking Account Number: _____

(PLEASE ENCLOSE A VOIDED CHECK)

This authority remains in full force and effect until FirmAuto USA and DEALER has received notification from me (or either of us) of its termination in such time and in such manner as to allow FirmAuto USA and DEALER a reasonable opportunity to act on it.

Federal ID: _____ DEALER Name: _____

Date: _____

By: _____

Authorized Account Signer (Printed Name)

Authorized Account Signer (Signature)



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DEALER AGREEMENT

This agreement ("Agreement") is entered into between FirmAuto USA Inc, ("FIRMAUTO USA") located at 18000 Studebaker Rd. Suite 700, Cerritos, California, 90703, its successors and/or assigns, and _____, ("DEALER") with an address at _____.

DEALER may submit applications directly or indirectly and offer to assign and sell to FIRMAUTO USA (all of which are the "Sale"), and FIRMAUTO USA may agree to purchase, on such terms and conditions as FIRMAUTO USA agrees to in writing (including this Agreement, any Recourse Addenda or other Addenda hereto and any Call Back Sheets), at any time and from time to time, individual Retail Installment Sales Contract (RISC), together with all related documents and instruments (all of which are the "Contract") which DEALER entered into, as the seller with certain retail purchasers (all of which are the "Buyer") of new or used motor vehicles, as the case may be (all of which, together with all other goods and services provided by or through DEALER, are the "Collateral"). DEALER and FIRMAUTO USA further agree as follows:

1. Purchase Price: The purchase price for each contract which FIRMAUTO USA agrees to purchase will be as FIRMAUTO USA agrees in writing. FIRMAUTO USA has no obligation to purchase any Contract. If FIRMAUTO USA agrees to purchase a Contract, FIRMAUTO USA shall pay to DEALER, immediately after DEALER's delivery to FIRMAUTO USA of all original Contract documents, the principal balance stated on the Contract plus any DEALER Participation and or minus any processing, discount fee, lender fee, participation refunds, or other incremental fees, among others, as legal and necessary. DEALER unconditionally agrees to repurchase any contract upon notice from FIRMAUTO USA that a Buyer has not made his/her/their minimum number of monthly payments as set forth in Section 3 of this Agreement or, as stipulated between DEALER and FIRMAUTO USA in writing applicable to certain vehicles from time to time, on the Customer Interview Sheet or a Recourse Addendum. In the event that the date of purchase by FIRMAUTO USA is within ten days of payment becoming due, the amount of the payment due shall be deducted from the funding proceeds payable to DEALER.

2. Representations, Warranties and Covenants: For each Contract sold under this Agreement, DEALER makes the following representations and warranties, which shall survive the purchase or rejection of any particular Contract, or termination of this agreement: (a.) The Contract arose from a bona fide sale to the Buyer on only the terms set forth in the Contract; (b.) The Collateral is completely and accurately described in the



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Contract; (c.) The Collateral was delivered to and accepted by the Buyer and DEALER has timely and properly given Buyer all required disclosures and notices; (d.) DEALER has furnished and installed and DEALER has paid for all labor and materials used in connection with the Collateral; (e.) DEALER has made or will make timely application for appropriate registration and title (i.e., maximum of 30 days) to the vehicle in the State of the Buyer's residence to reflect FIRMAUTO USA first priority security interest in the Collateral; (f.) All documentation furnished from Buyer reflects FIRMAUTO USA' security interest in the Collateral; (g.) FIRMAUTO USA security interest in the Collateral has been fully, timely and properly perfected as a first lien holder; (h.) At time of sale, DEALER had sole title and interest and there are no other liens or security interests in the Collateral; (i.) Title to the subject vehicle is free and clear, unencumbered and is not a grey market, frame damage or rebuilt title; is not a salvaged or lemon law title; the odometer has not been tampered with or rolled back; and there has been no flood or other damage to the vehicle; (j.) DEALER will ensure that title will be delivered within 30 days from the date of assignment to FIRMAUTO USA; (k.) DEALER has all necessary licenses to conduct its business and has the right and authority to assign its security interest in the Collateral and sell the Contract to FIRMAUTO USA free and clear of all other interests, claims and encumbrances and has delivered to FIRMAUTO USA all original counterpart copies of the contract; (l.) All statements made by or on behalf of Buyer(s) and furnished to FIRMAUTO USA by DEALER are true; (m.) DEALER did not modify or alter the cash price to reflect, in whole or in part, any of the terms or conditions of the Sale for any cost, fee or discount FIRMAUTO USA may charge DEALER; (n.) Except as DEALER has disclosed to FIRMAUTO USA in writing, DEALER has not extended credit to the Buyer or assisted the Buyer in obtaining credit to be used in whole or in part to provide the down payment; (o.) DEALER has not and will not make any payments on behalf of the Buyer; (p.) The down payment is accurately reflected in the Contract and represents actual cash given by the Buyer (i.e., not any third party) to the DEALER (q.) Buyer has full legal capacity to purchase the Collateral, execute the Contract and the Contract is genuine, legally valid and fully enforceable under its terms and not subject to any offsets, counterclaims, rescission rights or defenses; (r.) DEALER has not made any oral or written promise, affirmation, warranty or representation to the Buyer not explicitly contained in the Contract; (s.) DEALER has not represented and will not represent that the DEALER is FIRMAUTO USA' agent or representative; (t.) DEALER shall comply at all times, and is currently in compliance in all respects, with all requirements of applicable federal, state and local statutes and regulations, as amended from time to time including, but not limited to, the federal Truth-in-Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Federal Trade Commission



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Act, the Gramm- Leach-Bliley Act, the Magnuson-Moss Warranty Act, the Patriot Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Federal Trade Commission rules including, but not limited to, Red Flags, Identity Theft, Used Car Rule and Risk Based Pricing Rule, and any regulations implementing such Acts, state usury provisions, dealer licensing laws, state retail installment sales acts, and state adaptations of the Uniform Commercial Code and the Uniform Consumer Credit Code and any other consumer credit or equal opportunity laws applicable to the transaction contemplated herein; (u.) DEALER has fully complied with and the Contract is valid under any and all applicable federal and state laws, rules and regulations; (v.) Neither DEALER nor any of its employees, officers or agents has made any untruthful or misleading representation to the Buyer regarding the Collateral; (w.) Neither DEALER nor any of its employees, officers or agents has encouraged or induced Buyer to make any untruthful or misleading representations to FIRMAUTO USA or any third party regarding the Collateral; (x.) DEALER has fully disclosed to the Buyer the true condition of the Collateral; (y.) DEALER has fully inspected the Collateral prior to delivery to Buyer for any mechanical malfunctions, undesirable conditions and roadworthiness; has corrected or repaired the same prior to selling the Collateral; at the time of delivery to Buyer and at the time of the Sale, the Collateral is in safe mechanical condition with no physical or mechanical defects or undesirable conditions that would significantly interfere with its operation, use or enjoyment; (z.) the Collateral has not been in any accidents or, if it has, then DEALER has fully informed the Buyer in writing about the subject vehicle's accident history (aa.) DEALER has not acted as a broker or middleman regarding the transaction on behalf of another, including but not limited to selling the vehicle for a wholesaler; (bb.) DEALER was the legal owner of the vehicle at the time of the sale to the Buyer and any prior contract has been rescinded, in writing, by the Buyer; (cc.) DEALER has not provided any DEALER or Manufacturer credit or rebate to any Buyer that is disclosed as cash down payment on the Buyer's Order or Finance Contract; (dd.) the Buyer is the person primarily driving the subject vehicle and is not a straw purchaser; and (ee.) each of Applicant, Co-Applicant, Buyer, Co-Buyer, and/or Cosigner, as applicable, has given the DEALER written authorization to access his/her credit report(s).

It is understood and agreed that the covenants, representations and warranties of DEALER set forth in this Agreement shall be incorporated in each assignment of a Contract notwithstanding any restrictive or qualified endorsement on any Contract or separate assignment or the examination or lack of examination of any Buyer file and in the event of any language in any related document to the contrary, this section shall supersede. The term "Buyer" as used in this Agreement shall be deemed to include the Buyer, Co-Buyer, Co-Signer, Applicant, and Co- Applicant.



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3. Repurchase and Deficiency Balances. In the event that (a.) a buyer failed to pay the first and second month of the credit, (b.) any representation, warranty or covenant DEALER has made to FIRMAUTO USA is breached or DEALER shall, whether or not the Buyer has defaulted, repurchase, without recourse, such Contract for, and pay FIRMAUTO USA in cash upon demand, the balance owed by the Buyer to FIRMAUTO USA, including repossession costs, rebates from Ancillary Products (as defined in Section 12) and expenses and attorney's fees and any other sums owed by Buyer and DEALER to FIRMAUTO USA with respect to such Contract and this Agreement, as amended ("Repurchase Price"). FIRMAUTO USA shall not be obligated to first repossess the subject vehicle before reimbursement by DEALER. DEALER's obligation to repurchase a Contract and the Repurchase Price will not be affected by FIRMAUTO USA or DEALER's inability to obtain possession of the Collateral or the physical condition of the Collateral. Upon payment of the Repurchase Price, FIRMAUTO USA shall assign the applicable Contract to DEALER "as-is," with no representation or warranty of any kind and without recourse. In situations where Collateral is substituted with other Collateral, DEALER shall pay FIRMAUTO USA in cash upon demand, any additional fees incurred with respect to the new Collateral.

As security for DEALER's performance and any other obligations DEALER may now or in the future have with FIRMAUTO USA, DEALER grants FIRMAUTO USA a security interest in any monies which pursuant to this Agreement or any other agreement with DEALER, FIRMAUTO USA may now or in the future be obligated to pay to or for the account of DEALER. Should DEALER (a.) cease to be active in the vehicle sales business, (b.) fail to complete the repurchase of any Contract as provided herein, or (c.) be in default with respect to any of DEALER's obligations to FIRMAUTO USA, FIRMAUTO USA may cease remitting current or future distributions while such condition exists and may from time to time, at FIRMAUTO USA's sole discretion, apply sums owed to DEALER to any of DEALER's obligations to FIRMAUTO USA. In addition, FIRMAUTO USA may take all legal remedies against DEALER to enforce its rights, as provided in this Agreement and pursuant to applicable law.

4. Insurance: Each vehicle sold under a Contract must be covered by fire, theft and comprehensive collision insurance must have not more than a \$500.00 deductible and fully protect FIRMAUTO USA Inc. interest in the Vehicle and naming FIRMAUTO USA as loss payee and an additional named insured. It is the DEALER's responsibility to submit with each Purchased Contract evidence of such insurance satisfactory to FIRMAUTO USA Inc..



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5. Power of Attorney: DEALER hereby irrevocably constitutes and appoints FIRMAUTO USA and its authorized officers and attorneys-in-fact of each, as its true and lawful agent and attorney-in-fact, with full power and authority to: (a.) receive, endorse, cash, collect and or negotiate any check, or other instrument of payment by any Buyer under any Contract, including, but not limited to, any payments received from a Chapter 7 and/or Chapter 13 bankruptcy trustee (the "Receivables"); (b.) take any and all steps to service the Receivables, repossess the underlying Collateral and sign title and court documents with respect to same; (c.) place, enforce, release, modify and transfer the rights and interests granted to DEALER with respect to the Contracts and Collateral, including, but not limited to, rights with respect to insurance policies, rebates from Ancillary Products (as defined in Section 12), motor vehicles, certificate of title and motor vehicle liens; (d.) to endorse checks payable to DEALER from insurance carriers in payment of casualty insurance claims arising from any Collateral on which FIRMAUTO USA is the lien holder; (e.) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices all certificates, documents and other instruments that FIRMAUTO USA deems appropriate or necessary to effect any of the foregoing or its rights hereunder; and (f.) take any and all further action as may be required with respect to the Collateral. The foregoing power of attorney is hereby declared to be irrevocable and a special power coupled with an interest, in recognition of the fact that FIRMAUTO USA will be relying upon this power to act as contemplated by this Agreement, and it shall extend to such DEALER's successors and assigns. DEALER shall execute and deliver to FIRMAUTO USA, within fifteen (15) days after receipt of the FIRMAUTO USA' request therefore, such further designation, powers of attorney and other instruments as FIRMAUTO USA deems necessary to effectuate this Agreement and its rights hereunder.

6. Applicable Law: The interpretations and construction of this Agreement, wherever made and executed and wherever performed, shall be governed by the laws of the State of California. Should any provision of the Agreement, or any phrase, sentence, clause or paragraph be determined to be unenforceable by any court of competent jurisdiction, such enforceability shall not affect any other term or condition of this Agreement; rather, this Agreement shall be construed as if such invalid, illegal, or unenforceable terms or condition had never been contained in the Agreement.

7. Indemnity: (a.) DEALER agrees to indemnify, defend and hold FIRMAUTO USA harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses, damages and liabilities, including strict liability in tort and including court costs and attorney's fees incurred by FIRMAUTO USA in connection with a Contract



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or Collateral arising out of (i) DEALER's breach or misrepresentation under this Agreement or (ii) Any event, which occurs whether before or after DEALER is obligated to repurchase the Contract; (b.) After FIRMAUTO USA becomes aware of any claim that it has pursuant to Section 7(a) (a "Liability Claim"), it shall give notice of such Liability Claim to DEALER in reasonable detail and indicate the amount (estimated, if necessary and to the extent feasible) of the loss that has been or may be suffered by FIRMAUTO USA. No delay in the failure to give such notice will adversely affect any of the other rights or remedies that FIRMAUTO USA has under this Agreement or alter or relive DEALER of its obligation to indemnify FIRMAUTO USA; (c.) DEALER has the right, exercisable by written notice to FIRMAUTO USA within fifteen (15) days after receipt of the notice described in Section 7(b) to assume and conduct the defense of such Liability Claim in accordance with the limitations set forth in this Agreement with counsel selected by FIRMAUTO USA; provided, however, that the (i) defense of such Liability Claim by DEALER will not, in the reasonable judgment of FIRMAUTO USA, have a material adverse effect of FIRMAUTO USA, (ii) DEALER has sufficient financial resources, in the reasonable judgment of FIRMAUTO USA, to satisfy the amount of any adverse monetary judgment that is reasonably likely to result; (iii) the Liability Claim solely seeks (and continues to seek) monetary damages; (iv) the Liability Claim does not include criminal charges and (v) DEALER expressly agrees in writing to be fully responsible for all losses relating to such Liability Claim (the conditions set forth in clauses (i) through (v) are, collectively, the "Litigation Conditions"); (d.) If DEALER does not assume the defense of a Liability Claim in accordance with Section 7(c), then FIRMAUTO USA may continue to defend the Liability Claim. If DEALER has assumed the defense of a Liability Claim as provided in Section 7(c), DEALER will not be liable for any legal expenses subsequently incurred by FIRMAUTO USA in connection with the defense of the Liability Claim; provided, however, that if (i) any of the Litigation Conditions ceases to be met or (ii) DEALER fails to take reasonable steps necessary to defend diligently such Liability Claim, FIRMAUTO USA may assume its own defense, and DEALER will be liable for all reasonable attorney's fees, costs or expenses paid or incurred in connection with such defense. DEALER, if it has assumed the defense of any Liability Claim as provided in this Agreement, may not, without the prior written consent of FIRMAUTO USA, consent to a settlement of, or the entry of any judgment arising from, any such Liability Claim that (1) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to FIRMAUTO USA of a complete release from all liability in respect of such Liability Claim, (2) grants any injunctive or equitable relief or (3) may reasonably be expected to have an adverse effect on the affected business of FIRMAUTO USA; FIRMAUTO USA has the right to settle any Liability Claim, the defense of which has not been assumed by DEALER.



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Furthermore, FIRMAUTO USA will be fully indemnified and DEALER shall assume any and all liabilities, attorney's fees, costs and expenses as may be incurred due to any claim asserted against FIRMAUTO USA for any punitive damages under holder in due course allegation(s) resulting from any action, malfeasance or nonfeasance as may be alleged against DEALER.

8. Effective Date and Termination: This Agreement shall become effective on the date indicated below and shall be binding on DEALER and FIRMAUTO USA and any respective successors and assigns as to all Contracts DEALER sells to FIRMAUTO USA whether before or after the date hereof until terminated by receipt of written notice by either party from the other. Any such termination shall not relieve either party from any obligation or liability incurred prior to the effective date of termination.

9. Jurisdiction and Venue: The parties acknowledge that this Agreement was entered in Los Angeles County, California. DEALER and FIRMAUTO USA agree that any administrative proceeding or lawsuit arising out of related to or in connection with this contract must be brought exclusively in Federal or State Court located in Los Angeles County in the State of California. DEALER consents to personal jurisdiction in the State of California and venue in Los Angeles County, California.

10. Attorney's Fees and Costs: The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to recover all legal costs to include attorneys' fees at all levels from the non-prevailing party.

11. Modification: This contract cannot be modified, altered, amended or changed except by written instrument signed by both parties.

12. Ancillary Products: In the event the Buyer is entitled to a refund or rebate of any payment or premium for ancillary or external products, including but not limited to GAP insurance, warranties and service contracts, credit, life and disability insurance, interior/exterior coverage, and vehicle theft registration systems (VTR) ("Ancillary Products"), DEALER shall, within fifteen (15) days after notice, pay to FIRMAUTO USA any refund due to the Buyer, but only to the extent that the DEALER has actually received said payment or premium.

13. Title Registration: DEALER shall complete all forms and documents necessary to properly perfect the security interest of FIRMAUTO USA in the Collateral at the time of sale and forward them together with the appropriate fees to those public officials who are



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responsible for issuing the certificate of title, registrations and/or otherwise recording liens, and shall be responsible for having FIRMAUTO USA listed as first lien holder on the certificate of title. When a Contract is presented to FIRMAUTO USA for purchase, it must be accompanied by a temporary title receipt for the Collateral, which evidences FIRMAUTO USA's security interest. DEALER will reimburse FIRMAUTO USA for any loss incurred because of failure to properly perfect the security interest of FIRMAUTO USA in the Collateral.

14. Miscellaneous: (a.) FIRMAUTO USA may assign or transfer, in whole or in part, this Agreement and in such event FIRMAUTO USA assignee or transferee shall have all of FIRMAUTO USA rights, powers, privileges and remedies to the extent of the Assignment. (b.) DEALER MAY NOT ASSIGN, TRANSFER, PLEDGE, OR HYPOTHECATE IN ANY FASHION ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART WITHOUT FIRMAUTO USA WRITTEN CONSENT. (c.) Any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. (c.) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. (d.) A facsimile copy of a signature shall be treated as an original. (e.) Both DEALER and FIRMAUTO USA acknowledge that the entire agreement and understanding is in this Agreement and there are no other prior contemporaneous written or oral agreements, understandings, undertakings, negotiations, promises, discussions, warranties or covenants not specifically referred to or contained in this Agreement and that any such negotiations merge into this Agreement. (f.) FIRMAUTO USA RESERVES THE RIGHT TO AMEND THIS AGREEMENT FROM TIME TO TIME AND IN EACH SUCH INSTANCE WILL PROVIDE DEALER WITH WRITTEN NOTICE OF SAID AMENDMENTS; DEALER'S CONTINUED BUSINESS TRANSACTIONS WITH FIRMAUTO USA AFTER RECEIPT OF SAID NOTICE SIGNIFY DEALER'S CONSENT TO SAID AMENDMENTS. (g.) No waiver of any other provision (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. Headings at the beginning of each paragraph are for convenience only and are not intended to otherwise influence or affect the interpretations of any provision of this Agreement. (h.) All notices required or permitted to be given must be in writing and will be effective if by personal delivery, telefax or overnight courier upon receipt, or if by mail, five business days following deposit in the United States mails, postage prepaid and properly addressed as indicated below or as otherwise changed by proper notice of such chang



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IN WITNESS WHEREOF, this Agreement is executed by DEALER on the date shown by DEALER's signature below and accepted by FIRMAUTO USA on the date shown by FirmAuto USA Inc signature below.

FirmAuto USA Inc,
Name: Alvaro Ruben Quintero Ulloa
Title: CEO
Signature: _____ Date: _____

DEALER:
Name:
Title:
Signature: _____ Date: _____

CO-OWNER:
Name:
Title:
Signature: _____ Date: _____

STATE OF _____ COUNTY OF _____