

**Purchaser of Product ("Buyer")**

-CUSTOMER 1 NAME-----  
-CUSTOMER 2 NAME-----  
NAME  
-CUSTOMER STREET ADDRESS-----  
STREET ADDRESS # 12345678  
-CUSTOMER CITY, ST, ZIP-----  
CITY, STATE, ZIP  
123-45-6789 : 987-65-4321  
SOCIAL SECURITY #  
(999) 999-9999  
HOME PHONE #

**Seller of Product ("Seller")**

-SOME DEALER NAME-----  
SELLER NAME  
-1234 THAT STREET-----  
STREET ADDRESS  
-ANYTOWN, USA 12345-----  
CITY, STATE, ZIP

**Protection Product ("PP") Information**

-ADMIN1----- 72/72K 2499.99  
-POLICY1-----  
-ADMIN2----- 72/72K 1000.23  
-POLICY2-----  
-ADMIN3----- 72/72K 500.00  
-POLICY3-----  
-ADMIN4----- 72/72K 399.50  
-POLICY4-----  
-ADMIN5----- 999/999K 1.00  
-POLICY5-----

**ITEMIZATION OF AMOUNT FINANCED**

**Cash Price** \$ 4400.72  
(Seller may retain a portion of this amount.)  
**Sales Tax** (if applicable) + 0.00  
**Down Payment** - 440.07  
**Payment Plan Amount** = 3960.65  
(Unpaid Balance of Total Sale Price, including tax if appl)

**To contact Universal Lenders LLC with questions about your payment plan, call Toll Free: ▶ (866) 954-1050 ◀**

**ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

0.00 %

**FINANCE CHARGE**

The dollar amount the credit will cost you.

\$ - \$0.05

**AMOUNT FINANCED**

The amount of credit provided to you or on your behalf.

\$ 3960.65

**TOTAL OF PAYMENTS**

The amount you will have paid after you have made all payments as scheduled.

\$ 3960.60

**TOTAL SALE PRICE**

The total cost of your purchase on credit, including your down payment of:

\$ 440.07  
(Down Payment Amt)  
\$ 4400.67

Your Payment Schedule will be:

# of Payments	Payment Amount	When Payments are Due
12	\$330.05	Monthly, starting 09/22/2019

**Security:**

You are giving a security interest in the Protection Product being purchased, any unearned premiums or other interests in the Protection Product, and any proceeds or refunds for early cancellation thereof. If a payment is received more than 10 days after the scheduled payment date, you will be charged the greater of: 1) 5% of the installment payment, or 2) \$15.00 (or the maximum amount permitted by law).

**Late Charge:**

**Prepayment:**

If you pay off early, you will not have to pay a penalty.

**Estimates:**

All numerical disclosures, except the amount of late charge, are estimates.

See your contract terms below and on Exhibit A for any additional information about non-payment, default, and refunds.

Buyer has agreed to purchase from Seller a Protection Product ("PP"), issued by Administrator, and to make payments under The Zero Plan® Program, which is a premium payment plan. Buyer acknowledges that Seller will assign this Note & Contract to Universal Lenders, LLC ("Universal"), or its nominee, whose mailing address is PO BOX 4179, OAK PARK, IL 60303-4179.

**PROMISE TO PAY:** Buyer has paid Seller the Down Payment shown in the amounts set forth above. Buyer agrees to pay the remaining unpaid balance according to the payment schedule above, together with any additional delinquency charges or service fees that may be assessed: 1) pursuant to the provisions of this Agreement, or 2) as provided to effect repayment or servicing of the account. (A complete listing of customary service fees may be obtained from Universal's website at: the-zero-plan.com). Buyer will make all monthly payments when due to Universal. If any scheduled payment is not received within 10 days of its due date, then Universal may impose a late penalty in the amount of five percent of the payment amount or fifteen dollars, whichever is greater. As a courtesy provided by Universal to facilitate repayment, Buyer may select one of the convenience repayment options below (If no payment option is selected, Universal will mail a set of installment payment coupons to Buyer, at the address provided above, upon account activation. *Universal does not mail monthly statements.*)

☒ **Payment Option #1: ▶ AUTHORIZATION FOR ACH DIRECT DEBIT ◀ (ACH from Checking or Savings Account)** ☒ Checking ☐ Savings  
Buyer authorizes Universal to instruct Buyer's financial institution to make the applicable number of consecutive monthly payments, in the amounts and at the times set forth above (and as outlined in the "Automatic Payments" provisions attached hereto). This authority will remain in effect until the Note & Contract is paid-in-full, together with applicable charges if any, or until Universal has received written notification of termination from Buyer in time to allow reasonable opportunity to act on such notification.

Name of Bank JPMORGAN CHASE BANK NA----- Bank Routing # 071000013 Account # 12345678901234567

☐ **Payment Option #2: ▶ AUTHORIZATION FOR CREDIT OR DEBIT CARD PAYMENT ◀ (\$4.00 per payment Convenience Fee)**  
Buyer authorizes Universal to make the applicable number of consecutive monthly charges to the Buyer's credit/debit card listed below, in the amounts and at the times set forth above (and as outlined in the "Automatic Payments" provisions attached hereto). This authority will remain in effect until the Note & Contract is paid-in-full, together with applicable charges if any, or until Universal has received written notification of termination from Buyer in time to allow reasonable opportunity to act on such notification.

Credit / Debit Card #\* \_\_\_\_\_ Expiration Date \_\_\_\_\_ / \_\_\_\_\_ **\*ONLY**   

**NOTICE TO THE BUYER:** 1. DO NOT SIGN this contract before you read it or if it contains blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. 4. Keep this agreement to protect your legal rights.

Buyer agrees to the terms and conditions of this agreement, including the provisions attached hereto as Exhibit A. By the signature(s) below, Buyer(s) acknowledge receipt of a completed copy of this contract.

Buyer Signature \_\_\_\_\_ Co-Buyer Signature \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ Salesperson Name -dealer Person Who Signs----- DATE: 08/23/2019

**NOTICE TO BUYER: FURTHER PROVISIONS ON EXHIBIT A**

**LATE CHARGE and RETURNED PAYMENT ("NSF") CHARGE:** Unless Universal has received a written cancellation notice from Buyer, Seller, or Administrator, if any installment payment is not received within 10 days of the due date, Universal may impose a late charge in the amount of five percent of the payment amount or fifteen dollars, whichever is greater. Buyer agrees to pay a \$25 return fee for any payment that is declined, returned unpaid or dishonored, for insufficient funds ("NSF") or any other reason. Buyer agrees to pay a \$50 return fee for any payment that is disputed by Buyer and charged back by the Buyer's card issuer, if Buyer has failed to provide written notice of cancellation or revocation of payment authorization prior to Universal's presentment.

**DEFAULT and CANCELLATION BY UNIVERSAL:** If Buyer shall fail to make any scheduled payment within 30 days of its due date, or if Buyer shall default in the payment or performance of any other obligation or indebtedness due to Universal; or if any proceeding shall be instituted by or against the Buyer under any bankruptcy or insolvency statute or for an arrangement; or if Buyer shall make an assignment for benefit of creditors; then upon any of the foregoing events of default, at the option of Universal, and if the PP provisions provide for cancellation, then Universal may cancel the PP without further notice or participation by Buyer. Accordingly, Buyer authorizes Universal to cancel the PP in the event of default, and to notify and direct the Seller and/or Administrator to cancel the PP in the Buyer's name. No act or inaction by Universal or its employees shall be construed to waive any default or to grant any additional grace period with respect to any default for failure to make any payment when due.

**POWER OF ATTORNEY:** Following any failure by Purchaser to make payment when due, default, or any act of Cancellation, Buyer hereby irrevocably appoints Universal as its true and lawful attorney-in-fact with respect to the PP until all amounts payable hereunder are paid in full. Universal shall have full power under this power of attorney to: 1) cancel or reinstate the PP, 2) endorse or execute, in Buyer's name, all checks issued and all other documents or instruments relating to the PP, 3) receive, demand or sue for any amounts relating to the PP due and owing to Universal by Administrator, insurer, Seller, or other obligor and 4) take such other actions as are deemed necessary to further the purposes of this Agreement.

**CANCELLATION BY BUYER:** If the provisions of the PP provide that it may be cancelled and if Buyer decides to cancel the PP before making all of the scheduled payments, then Buyer must send written notice of such election to cancel to Universal. Buyer must subsequently follow all cancellation procedures outlined in the PP policy in order for such cancellation to be effective.

**EFFECT OF CANCELLATION, DEFAULT & ASSIGNMENT:** Following any act of cancellation, the payment schedule shall cease and the Buyer will have no further obligation to pay any amounts not yet due, excepting for any payments, indebtedness and earned premiums that become due to Universal prior to and as of cancellation. Buyer agrees that any unearned premiums, proceeds and cancellation refunds from the PP are assigned by Buyer to Universal and that any cancellation proceeds or refunds due under the PP shall be made payable solely to Universal by the Seller and/or Administrator. Universal will refund to the Buyer any surplus or credit balance on account after application of any proceeds to: 1) any remaining payments not yet due or payable on this Note; 2) any other amount payable, indebtedness, or obligation due Universal; 3) any earned premiums or contract charges; and 4) all reasonable collection costs, including certified postage and any other expense incurred by Universal to notify Buyer of a default or to effect cancellation of the PP. If the terms of a PP do not provide for its cancellation, then Buyer acknowledges that any other PP benefits and product warranties will be similarly terminated.

**ASSIGNMENT OF CERTAIN RIGHTS:** As security, in the event of default or cancellation, Buyer hereby assigns to Universal all of Buyer's right, title and interest in and to the PP being financed, including Buyer's rights to cancel or reinstate the PP(s), and to receive proceeds thereof, up to and including any unearned premiums or contract charges, and refund amounts due under the PP.

**BUYER CANCELLATION WHEN MULTIPLE PRODUCTS FINANCED:** If two or more PP's are financed together on the same Note & Contract, and if the Buyer elects to cancel any cancellable PP(s) but does not elect to cancel, or by lack of provision cannot cancel, all of the remaining PP's financed, then Buyer agrees that: 1) any cancellation proceeds and refunds shall be directed to Universal and applied to the account balance as outlined in the provisions above; 2) the payment schedule shall not cease and Buyer will continue to pay each successive monthly payment when due, until any remaining balance or indebtedness owed to Universal on account for any non-cancelled PP(s) are paid-in-full; 3) upon default, Universal may cancel or terminate any remaining PP(s) in accordance with this Agreement.

**TRANSFER and ACCELERATION:** This Agreement, any right to cancel, and all payments, obligations or indebtedness created herein are not transferrable, unless made by express written agreement with Universal. If the PP contains a provision in which the rights or benefits granted to Buyer under the PP may be transferred, and if Buyer elects to transfer the remaining coverage to a new owner, then Buyer agrees that any remaining payments not yet due under this Agreement shall accelerate and become immediately due and payable. Any action taken by Buyer to transfer the PP without Universal's knowledge and written consent, before all payments, indebtedness and obligations to Universal have been satisfied, shall constitute an act of default, and Universal may proceed to cancel the PP and obtain refund as provided in this Agreement.

**PAYMENTS AFTER CANCELLATION:** Any payment made by Buyer after Universal has requested cancellation for default will not constitute a reinstatement of the PP but shall be applied to Buyer's outstanding obligations under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Universal to take steps to attempt to reinstate such PP or constitute a waiver of any default hereunder.

**ACCEPTANCE, RATIFICATION, ACCURACY:** This Agreement shall be effective upon signature by Buyer, or where applicable, upon the mailing or other transmittal of this Agreement to Buyer. Receipt of the first payment by or on behalf of the Buyer serves to ratify this Agreement even if the Agreement is not signed by the Buyer. Universal shall have the authority to revise this Agreement to insert or modify any label or term that was previously omitted or inaccurate at the time of execution (including but not limited to the due date of the first monthly payment) upon written notice to Buyer, unless Buyer objects to such changes in writing. In addition, if the total of payments due hereunder are changed due to action taken by the Seller or Administrator (eg as a result of underwriting considerations, substitutions, Seller discounts, errors or omissions), Universal shall have, following Buyer's authorization, the right to revise the figures on the face of this Agreement.

**AUTOMATIC PAYMENTS:** By choosing an automatic payment option and providing banking or credit/debit card information, Buyer authorizes Universal Lenders LLC to initiate periodic electronic funds transfers, or recurring monthly charges, using the financial information provided, to satisfy the repayment of this Agreement. Automatic Payments will be processed monthly on the due date, or as soon thereafter as commercially reasonable. If any Automatic Payment is declined, returned, dishonored or charged back, then Buyer will be terminated from the Automatic Payment program. Buyer may discontinue Automatic Payments at any time; however Buyer understands and agrees that the failure to provide either 1) a minimum of 3 business days advance notice to terminate Automatic Payments, or 2) the required written notice of election to cancel, shall not constitute any undertaking or obligation by Universal to refund any payment(s) initiated by Universal prior to its receiving any notice contrary thereto, excepting that any such monies received will be credited to the Buyer's account balance and will be refunded as described above following an act of cancellation or overpayment. If the Automatic Payment is charged to a credit or debit card, then Buyer authorizes Universal to increase each Automatic Payment by a \$4.00 convenience fee.

**SERVICING and COLLECTION CONTACTS:** By providing a wireless (cell) telephone number, Buyer expressly consents to receiving telephone calls from us, and any assignee or designee, concerning this Agreement, including calls to collect any balance owed. Live calls may be made by one of our employees. Calls may also be made by a prerecorded, autodialed voice or text message. Buyer's consent covers all types of calls. We do not charge for such calls; however wireless carriers may charge for our incoming calls and text messages according to its wireless plan.

**PAYMENTS BY CHECK:** If a payment is made by check, Buyer authorizes Universal to use information from the check to complete the payment by electronic transfer. If we do, the debit will be for the amount of the check, funds may be withdrawn from the checking account as soon as the same day we receive the check, and the check will be destroyed.

**ASSIGNMENTS:** Universal may, with or without notice to Buyer, assign or pledge its rights, title and interest in, to and under this Agreement and the collateral and power of attorney herein described. Upon notice from any such assignee, Buyer shall make all payments to such assignee without defense, offset or counterclaim as to such assignment.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Buyer and Universal. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by both parties.

**REMEDIES, GOVERNING LAW, WAIVERS:** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to applicable conflict of law principles. Each provision hereof shall be interpreted so as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, such provision shall not impair the validity or enforceability of the remaining provisions hereof. Any disputes in court or legal actions or proceedings arising out of or from or related to this Agreement or the PP, shall be brought only in courts having situs within Cook County, Illinois, and each party hereby consents and submits to the jurisdiction of any local, state or federal court located within Cook County, Illinois and waives any right it may have to transfer the venue of any such action or proceeding. Universal's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder shall not waive or relinquish any future right under such provision and the provision shall continue and remain in full force and effect. Universal shall be entitled to its reasonable attorney's fees and costs incurred in the enforcement of any provision of this contract.

**MISCELLANEOUS:** The content and format of this agreement have been adopted to provide Buyer with important information in a clear and familiar form, and their use does not imply that any particular federal or state law relating to lending or installment sales is applicable to this agreement or the transaction it contemplates. Seller's signature on this Agreement, or the subsequent acceptance and negotiation of any proceeds advanced by Universal to Seller under this Agreement, creates an assignment per the terms of the Retailer Agreement between Universal and Seller.

**Notice to California Residents:** If married, you may execute this agreement separately as an individual.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers this law.

**Notice to Pennsylvania Residents:** Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amount paid by the debtor hereunder.

**Buyer Signature** \_\_\_\_\_ **Co-Buyer Signature** \_\_\_\_\_



## NEW ACCOUNT INFORMATION

-CUSTOMER 1 NAME-----  
 -CUSTOMER 2 NAME-----  
 -CUSTOMER STREET ADDRESS----- # 12345678  
 -CUSTOMER CITY, ST, ZIP-----

Date: 08/23/2019

Ref: PAYMENT PLAN

RE: **Your Payments | Warranty, Extended Service Contract, and/or Vehicle Protection Products**

*Congratulations on your purchase!* Rest assured your vehicle is in good hands with the protection product(s) you just purchased from **-SOME DEALER NAME-----**.

The Universal Lenders' team welcomes you to **The ZERO Plan®**. We are the finance company that will be collecting payments from you. First, we want to thank you for giving us the opportunity to assist you with your purchase.

IF YOU HAVE ANY QUESTIONS, please call Universal Lenders at (866) 954-1050 or visit our website at: [theZEROplan.com](http://theZEROplan.com). Please note that it may take your dealer 10-20 days to submit the paperwork to Universal for processing. We will not have information about your account until received from the dealer. After we receive and activate your account we will send a similar letter, to the address noted above, with your account number. ***Within a couple weeks, be on the lookout for an envelope coming from THE ZERO PLAN (with the above logo), which will have your detailed account information.*** Below is a summary of your payment plan:

# of Payments	Payment Amount	When Payments are Due
12	\$330.05	Monthly, starting <u>09/22/2019</u>

### ► AUTOMATIC PAYMENTS ◀

IF YOUR DEALER ENROLLED YOUR ACCOUNT IN AUTOMATIC PAYMENTS, the information we will use to debit your payment each month is listed below. **Please double-check the information for accuracy.** Note that if the information supplied to us is incorrect or expired, a \$25 fee may be charged for returned/declined payments. Universal Lenders generally requires at least 3-business days advance notice in order to make any changes to the any automatic payment.

#### ACH Option - CHECKING

-JPMORGAN CHASE BANK NA-----

RTN: 071000013 | Acct: 12345678901234567

If your account is not enrolled in automatic payments, you can mail your payments to us. Payments can be mailed to:

**UNIVERSAL LENDERS LLC  
 PO BOX 4179  
 OAK PARK, IL 60303-4179**

**(866) 954-1050 | [theZEROplan.com](http://theZEROplan.com)**

**Universal Lenders does not mail monthly statements.** For accounts not enrolled in automatic payments, upon activation we will mail a set of payment coupons to the address listed above to remind you of the due dates. However, the payment coupons we send are a courtesy — your payments are due as outlined above and in the contract you signed, and your failure to receive any mail from us does not relieve or waive your duty to pay. Your warranty may be cancelled if payment(s) are not received when due. **If you do not receive payment coupons prior to the due date listed above, please call our office.** Payments may be made by phone, for a \$15 service charge, by calling our office at (866) 954-1050.

# FUNDING CHECKLIST & FINAL ACCOUNTING

DATE: 08/23/2019 Seller/Dealer: -SOME DEALER NAME-----.

Buyer(s): -CUSTOMER 1 NAME----- & -CUSTOMER 2 NAME-----.

Product(s) Sold	Sale Price	Cost	Profit
-ADMIN1----- -POLICY1-----	2,499.99	-	=
-ADMIN2----- -POLICY2-----	1,000.23	-	=
-ADMIN3----- -POLICY3-----	500.00	-	=
-ADMIN4----- -POLICY4-----	399.50	-	=
-ADMIN5----- -POLICY5-----	1.00	-	=

PRODUCT TOTALS : 4,400.72 \*  
\*Sale Price Totals must match Cash Price listed on Payment Plan

## FINAL ACCOUNTING

Amount Financed: <u>3,960.65</u>	Amount Financed : + <u>3,960.65</u>
Zero Plan® Fee: ( <u>                    </u> )	Down Payment : + <u>440.07</u>
( <u>                    </u> )	Zero Plan® Fee : ( <u>                    </u> )
Due From Zero Plan: = <u>                    </u>	Product/Policy Cost(s) : ( <u>                    </u> )
Down Payment + <u>440.07</u>	Taxes to be Paid : ( <u>0.00</u> )
(Retained by Dealer)	( <u>                    </u> )
TOTAL Dealer Cash Received = <u>                    </u>	TOTAL PROFIT : <u>                    </u>

## FUNDING

Funding contracts that meet our requirements will be paid out within 7 business days of our receipt. Contracts that contain errors, missing information, or do not meet program requirements will require additional time to process and may be rejected or unfunded until all problem(s) are resolved.

### REQUIRED DOCUMENTS FOR FUNDING:

\*Note that the "Customer" and "Dealer" copy of web generated forms omit certain required information. Make sure to remit "Universal Lenders" copy

- ☐ Universal Lenders Copy of Note & Contract (Payment Plan).
- ☐ Exhibit A to Note & Contract (Page 2 Additional Provisions) with customer signature.
- ☐ Copies of ALL products/policies being financed, with Universal Lenders listed as lienholder on all forms.
- ☐ Photo ID

### SEND FUNDING PACKAGE WITHIN 10 DAYS OF SALE TO UNIVERSAL LENDERS LLC:

<u>Electronically (must be clear &amp; legible):</u>	<u>By Mail:</u>	<u>By Courier (Fed-Ex/UPS):</u>
email: <a href="mailto:funding@theZEROplan.com">funding@theZEROplan.com</a>	PO BOX 4179	1140 LAKE ST STE 202
fax: (773) 889-4508	OAK PARK, IL 60303-4179	OAK PARK, IL 60301-1050

For questions, help or inquiries: Call us at (866) 954-1050  
 Most questions can be answered by visiting our website at [www.theZEROplan.com](http://www.theZEROplan.com)

## CHECKLIST (to ensure prompt funding)

- ☐ You have included copies of ALL products/policies being financed AND **UNIVERSAL LENDERS IS LISTED AS LIENHOLDER ON EACH FORM or APPLICATION, including non-cancellable products.**
- ☐ The Sale Price(s) on the policy(s) sold matches the "Cash Price" on Payment Plan/Note & Contract
- ☐ You have included a copy of the Buyer(s) Photo ID
- ☐ You have listed the Buyer(s) Social Security Number on the Payment Plan
- ☐ **Making sure that we have the correct address and phone # will help reduce your cancellations** & chargebacks due to non-payment!