



Date: 29-MAR-2018
To: Service Managers
From: Jaguar Land Rover North America, LLC
Subject: Jaguar Land Rover Fast Pace Program

Terms & Conditions of the Jaguar Land Rover Fast Pace Program

Jaguar Land Rover North America, LLC (“JLR”) has established the Jaguar Land Rover Fast Pace Program (“Program”) to meet the growing and predicted future retailer demand for talented and experienced technicians. The purpose of the Program is to help JLR’s authorized retailers (“Retailers”) to attract skilled former service technicians to become brand-certified Jaguar Land Rover Service Technicians, which will expand the pool of qualified personnel employed by Retailers. Experienced candidates for other Retailer positions may be available, upon request by the Retailer, for hiring by the Retailer as well, and can be handled on an as needed basis with the program administrator.

Fast Pace Candidates hired by the Retailer through this Program are required to be enrolled within thirty (30) days of hire into the three-week ‘Level 2’ training program conducted at a JLR ACADEMY. The Level 2 program is offered monthly. Retailers are expected to provide mentorship and on-the-job training to ensure the Fast Pace Technician’s successful integration into the Retailer’s Service Department team.

Graduates will receive credit for JLR instructor-led classes listed on the next page. In addition to instructor-led classes, Fast Pace participants will be required to complete various Self-Study Programs (SSP) and Web-Based Training (WBT) modules to enhance their product knowledge in accordance with **Attachment A** to these Terms & Conditions.

Here is how the Jaguar Land Rover Fast Pace Program will work:

1. Retailers that want to participate in this Program must first complete this form and register online at www.jlrtechs.com. Registration does not guarantee availability, placement, and/or enrollment of Fast Pace candidates, as the program will be administered based on demand. This Program is being operated and managed by CALIBRE Systems, Inc. (“CALIBRE”).
2. Once a Retailer has registered through the online portal, the Retailer will be contacted by CALIBRE to discuss the initial available Fast Pace talent pool and specific requirements based on demand in the Retailer’s area. CALIBRE will establish an account for the retailer within the online portal to track the Retailer’s technician job vacancies, along with the status of applications, interviews, hiring actions, and the scheduling and completion of Level 2 training. Retailers must

identify their primary point of contact as part of the registration process, and CALIBRE will work with that individual to fill the Retailer's requirements. Retailers are encouraged to contact the candidate and schedule an interview within 10 business days of receipt of the candidate file from CALIBRE. A Retailer may contact the CALIBRE staff at any time to request Program assistance, or to request additional Fast Pace candidates, by sending an email to: retailers@jlrtechs.com.

3. The decision to employ or not to employ any candidate through the Program is entirely up to the Retailer, and as such, the Retailer should conduct its routine background checks and go through its normal hiring process and criteria. Retailer understands and acknowledges that participation in the Program does not create an employment or joint employment relationship with JLR nor any of its affiliates, and that JLR:
 - a. Has no authority and will not participate in hiring, firing, promotion, demotion or disciplinary decisions with respect to Retailer's hire(s) through the Program;
 - b. Will not supervise the hours or work to be performed by Retailer's hire(s) through the Program;
 - c. Is not responsible for the payment of wages to Retailer's hire(s) through the Program;
 - d. Will not provide employment benefits to the Retailer's hire(s) through the Program, such as access to group insurance policies, workers' compensation or qualified retirement plans;
 - e. Will not provide unsolicited training to Retailer's hire(s) through the Program, beyond the Program;
 - f. Will not supply tools or equipment to Retailer's hire(s) through the Program, beyond the Program.
4. Retailer understands and agrees that JLR and CALIBRE have no liability to Retailer, or any third party regarding this program or the candidates submitted to the Retailer for consideration. Further, should any claims be brought by the Retailer or a third party against JLR or CALIBRE for any acts or omissions of a candidate in this program, or by any employee of Retailer arising from the terms

and conditions of his or her employment, Retailer will defend and indemnify JLR and CALIBRE from any such claims, including, but not limited to, damages.

5. Once the Retailer has hired a candidate, JLR will charge the Retailer a Program fee of \$8,000.00 (per candidate hired) to help defray the cost of the Program. Costs are billed through the Retailer's JLR Parts Account at time of hiring. Within one hundred and eighty (180) days of hire, if a Fast Pace candidate hired by the Retailer through the Program, after receiving the applicable Level 2 training, is terminated for unsatisfactory job performance, the Retailer will have the option of hiring another Fast Pace candidate at no additional Program fee, subject to the CALIBRE's 180 Day Limited Warranty Terms and Conditions attached as **Attachment B** to these Terms & Conditions. In such event, the Retailer must notify the CALIBRE Program Manager within five business days by sending an email to retailers@jlrtechs.com. At that time, CALIBRE will also discuss with the Retailer the available options for obtaining a replacement Fast Pace candidate through the Program. Retailer acknowledges and agrees that the foregoing limited warranty is offered by and through CALIBRE, and that JLR assumes no responsibility whatsoever for the administration or performance of such limited warranty obligations. Retailer shall claim under such limited warranty to CALIBRE directly.
6. Within thirty (30) days of hire by the Retailer (subject to availability), each Fast Pace candidate hired through the Program will be scheduled to attend the first available Level 2 Training Program offered at a JLR ACADEMY. The recruiter will notify the retailer of the date of training by email or telephonic communication. Travel costs associated with the Level 2 Training Program will not be covered by the Program fee or reimbursed by JLR or CALIBRE. Level 2 Training registration may not be immediate and may be limited by scheduled sessions and capacity, in which case, the Retailer shall enroll the Fast Pace candidate for the next available Level 2 Training Program.
7. CALIBRE may contact the Fast Pace candidate and the Retailer from time to time for program improvement purposes.
8. Upon successful completion of the Level 2 Training Program, each graduate will be a Level 2 Certified Technician.

If Retailer wishes to participate in the Program, please provide the following information in the form below. Please understand that JLR reserves the right to amend this Program at any time, for any reason, with or without advance notice to the Retailer. Further, nothing in these Terms & Conditions shall, or shall be deemed to, modify, alter, amend, edit, supersede and/or otherwise change any existing agreements – including the Retailer agreement – between JLR and Retailer.

Registration Form (To be completed online)

Jaguar Land Rover Retailer Information

Business Name

Retailer Code

Name of Retailer Principal / Authorized Hiring Agent

Date

Address

Address 2

Address 3

City

State

Zip Code

Retailer Service Manager Information

Retailer Service Manager First Name

Retailer Service Manager Last Name

Service Manager's Email Address

Service Manager's Phone Number

I have read, understand, and agree to the Jaguar Land Rover Fast Pace Program Agreement.

Signature

Attachment A

Minimum required eLearning prior to attending ACADEMY Training. For a complete list of all JLR required training please refer to [Jaguar Training & Development](#) or [Land Rover Training & Development](#).

NOTE: If a course code is not found please refer to the Appropriate Learner Journey.

Web-Based eLearning

EDMS00001	Warranty
ED2X00002	Introduction to TOPIx
ED2X00003	SDD New User
ED2400004	Principles of Electrics
ED2100005	Measuring Skills
ED2200006	Steering and Wheel Alignment
EDASS00025	Battery Care Requirements
JLR-T&D	JLR T&D Tutorial
TC-JLR-WEB	Technical Communications Systems Overview
WV-JLR-6HP	Web Video - JLR-6HP Trans Fluid Check
INTRO-LR-WEB	Introduction to Land Rover
INTRO-JAG-WEB	Introduction to Jaguar

Note – Further eLearning is required to achieve L2 status. The above is the minimum required before classroom attendance.

Classroom Courses:

The following Level 2 instructor led training will be delivered at a Jaguar Land Rover ACADEMY.

NOTE: If a course code is not found please refer to the Appropriate Learner Journey.

Level 2 Instructor-Led Training

CD2X00003	SDD New User
CL2400004	Principles of Electrics
CD2100005	Measuring Skills
CD2200006	Steering & Wheel Alignment
AJ2S100199/202	Level 2 Practical Assessment

NOTE: If delegate fails the assessment, a re-assessment will be required and scheduled at the ACADEMY.

Attachment B

CALIBRE'S 180 Day Limited Warranty for the Jaguar Land Rover Fast Pace Program

CALIBRE will warranty all placements for any Hired Technician who is released from the program for failing to meet performance expectations or leave employment for any reason within the first 180 days, beginning on the date of hiring, provided the following conditions have been met:

- The Hired Technician is presented and accepts a formal job offer in writing from a participating Retailer that clearly describes the salary and benefits they will receive;
- The Retailer provides the Hired Technician with reasonable access to the tools, facilities, and training deemed necessary to perform their work;
- The Retailer registers the Hired Technician in the JLR training program; and,

The Retailer employs the Hired Technician in accordance with all applicable State and Federal employment / labor laws and regulations in the State where they are employed.

The following conditions are not covered by this warranty:

- Hired Technician who is furloughed or terminated for lack of work (e.g., lack of available labor hours);
- Hired Technician who departs as a result of an unresolved labor dispute;
- Hired Technician who departs over compensation or benefits issues;
- Hired Technician who is subject to acts of discrimination on the basis of race, gender, ethnicity, sexual preference, or disabilities as protected by law;
- Hired Technician who is released from employment by the Retailer, for internal transfer to another brand owned by the same dealer principal or dealer group;
- Hired Technician injured on or off the job who is subsequently unable to work; and
- Hired Technician not assigned a consistent and habitually associated mentor during their first 180 days of employment.

- Hired Technician who is involuntarily recalled to active military service as a member of the National Guard or Reserve Component of the Armed Forces of the United States.