PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is made, entered into, and shall be deemed effective on _____, 20____ ("Effective Date") by and between Administrator as defined below and Producer as further identified in the signature block. Administrator and Producer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions
   - 1.1. **Administrator** means WS Aftermarket Services Corporation, Warranty Solutions Administrative Services, Heritage Mechanical Breakdown Corporation, OwnerGUARD Corporation, Warrantech Automotive, Inc. Warrantech Automotive of Florida, Inc., and TAG Warranty Corp. collectively.
   - 1.2. **Consumer Dispute** means any consumer demand, attributable to a Protection Plan sold by Producer, which results in settlement pursuant to Administrator's reasonable discretion and shall include, but not be limited to, attorneys' fees and other legal costs.
   - 1.3. **Procedural Manual** means the list of vehicles/crafts eligible for coverage, guidelines and underwriting parameters of the Protection Plan, policies and procedures in connection with the promotion, sales, reporting, payment, repair, claims and such other related topics of the Program developed by Administrator, which may be revised by Administrator at any time revise and Producer shall promptly conform to any such revisions.
   - 1.4. **Protection Plan** means the various vehicle service contracts, limited warranties, extended labor limited warranties, extended labor and parts limited warranties, vehicle protection products, vehicle theft prevention products, prepaid maintenance; and Guaranteed Asset Protection ("GAP") contracts developed and administered by Administrator.
   - 1.5. **Protection Plan Fee** means the applicable wholesale price for a Protection Plan as indicated in the Protection Plan Fee schedule available on Administrator's online platform. The Protection Plan Fees may be modified by Administrator upon written notice to Producer.
   - 1.6. **Purchase Plan Holders** means purchasers of Protection Plans.
   - 1.7. **Terms and Conditions** mean the terms of service associated with each Protection Plan, including the coverage for the costs of repair and/or replacement of the components, or other benefits as set forth in the end user agreement.
   - 1.8. **Territory** means the fifty (50) United States of America and the District of Columbia ("Territory"), unless otherwise agreed to in writing by Administrator, provided Producer meets all licensing, regulatory and other legal requirements with respect to the sale of Protection Plans within the applicable jurisdiction. Administrator shall have the right to modify the Territory and such changes shall become effective thirty (30) days after written notice has been provided to Producer.
2. **Administrator Duties**
   - 2.1. **Terms & Conditions**. Administrator shall be responsible for drafting the Terms & Conditions provided to Protection Plan Holders. Administrator shall not be obligated to perform administrative services with respect to any Protection Plan sold by Producer on a form which has not been approved by Administrator or the use of which has been discontinued by Administrator or otherwise sold in violation of this Agreement.
   - 2.2. **Marketing Materials**. Administrator shall provide Producer with forms, promotional materials and other materials to properly promote the sale and administration of the Protection Plans, all of which shall remain the property of Administrator. The final form of any marketing materials associated with any Protection Plan must be approved by Administrator, in writing, prior to use.
   - 2.3. **Program Underwriter**. Administrator shall procure from a licensed and otherwise authorized insurance company ("Underwriter") an insurance policy which shall secure the performance of duties under each Protection Plan sold. Administrator and the Underwriter shall have no responsibility for the handling and administration of any claims that are not covered under the Terms and Conditions.
   - 2.4. **Protection Plan Processing and Claim Adjudication**. Administrator shall serve as the administrator of each Protection Plan and shall assume and perform administrative obligations relating to its registration and the adjudication, processing, and approval of claims filed thereunder, all in accordance with the Procedure Manual and/or the Terms and Conditions.
   - 2.5. **Transfer**. Administrator shall process all requests for Protection Plan ownership transfers in accordance with the Terms and Conditions.

2.6. **Cancellations**. In the event of a cancellation request, Administrator shall calculate the refund which is due to the Protection Plan Holder or other entity legally entitled to receive the refund. Such refund shall be determined by Administrator in accordance with the Protection Plan terms and conditions, and applicable law. Further, Administrator shall determine the allocation of such refund obligation between the parties and any applicable third parties. Administrator shall promptly process cancellation requests, which are received with all required documentation, and shall issue any applicable refunds to Producer for any fully paid Protection Plan, in a timely manner, for proper handling. For all Protection Plans (whether financed or not), Administrator shall be entitled to deduct a cancellation fee, as allowed by law, from the refund portion of the Protection Plan Fee, the net of which shall be returned to Producer or other entity legally entitled to such refund.

From time-to-time Administrator, in its sole discretion, may provide to Producer with vehicle service contract Protection Plan Fees inclusive of cost for a No Chargeback Program ("VSC NCB Rate"), which will be so designated or identified to Producer. Notwithstanding anything to the contrary in this section, in the event of a cancellation or surrender of a vehicle service contracts fully paid at the VSC NCB Rate that has met all other requirements set forth by Administrator including being in-force for the requisite number of days, Producer shall not be required to refund to contract holder a pro rata share up to and including a retail rate capped as set forth by the Administrator. Administrator may modify the VSC NCB Rate, or may discontinue the use of VSC NCB Rate, at any time in its sole discretion upon notice to Producer. Administrator also reserves the right to put into effect underwriting parameters for the retail selling price in relation to any vehicle service contracts with VSC NCB Rates.

3. Producer Duties

3.1. **Promotion.**

3.1.1. Producer shall promote, market and sell Protection Plans to those prospective/existing customers of Producer who purchase vehicles or crafts from Producer within the Territory. Producer shall adhere to any and all administrative requirements contained in the Procedure Manual including but not limited to the requirements related to the manner in which Producer promotes, sells, reports, and remits payment in connection with the sale of Protection Plans. Producer shall only use the Terms and Conditions in the form provided by Administrator. Producer shall provide each consumer with access to the Terms and Conditions prior to selling the Protection Plan. Further, at the point of sale, Producer shall provide Terms and Conditions and any other documents which may be reasonably specified by Administrator, to a Protection Plan Holder.

3.1.2. Producer has no authority to and shall not: (a) alter, waive, modify or discharge any of the terms and conditions of any Protection Plan or other agreement offered by Administrator; or (b) alter, waive or modify any policies, procedures, rules or criteria established by Administrator.

3.2. **Cancellations**. Producer shall be solely responsible for remittance of any cancellation refund due to the Protection Plan Holder or any other entity legally entitled to receive such refund. Producer shall be responsible for reimbursing Administrator in the event that Administrator provides a refund directly to the Protection Plan Holder or any other entity legally entitled to receive such refund. In the event the refund is not timely paid by Producer as outlined in this Agreement, or by the laws of the jurisdiction, Producer is responsible for all penalties or costs due. PRODUCER MUST KEEP ADEQUATE DOCUMENTATION ESTABLISHING THAT THE REFUND HAS BEEN TIMELY MADE AND RECEIVED, INCLUDING BUT NOT LIMITED TO, FRONT AND BACK IMAGES OF CASHED CHECKS, BANK STATEMENTS SHOWING THE CHECK WAS CASHED, OR LENDER DOCUMENTATION SHOWING APPLICATION OF THE REFUND TO THE CONTRACT HOLDER'S ACCOUNT. PRODUCER WILL PROVIDE THIS INFORMATION WITHIN TEN (10) BUSINESS DAYS AFTER RECEIVING A REQUEST FROM ADMINISTRATOR.

3.3. **Limited Warranties.** If Producer elects to offer limited warranties or Trade-In Protection Plans, a limited warranty or Trade-In Protection Plan must be attached to each eligible vehicle/craft in order for any such product to be valid. Producer shall prominently display the existence of the limited warranty or Trade-In Protection Plan for consumer's review prior to vehicle/craft inspection. Producer shall only offer a limited warranty Trade-In Protection Plan to consumer(s) at no additional cost. Administrator shall have no obligation to reimburse Producer for any claim under a limited warranty or Trade-In Protection Plan if Producer has failed to fully and accurately complete the paperwork required by Administrator.

3.4. **Manner of Sale**. Producer shall only sell Protection Plans to consumers via the channels specified in this Section. Unless otherwise agreed to in writing, Producer may not advertise, promote, or use e-commerce, direct mail, e-mail and/or telephone marketing in connection with the Protection Plan Program.

3.4.1. **In-Person Sales or Repair Transactions**. Producer may market and complete the sales transaction, at Producer's brick and mortar location or other business setting, directly to consumers who have purchased/will purchase a qualified vehicle/craft from Producer or at the time Producer provides any repair or maintenance services on a qualified vehicle/craft.

3.4.2. **Direct Marketing**. If Producer wishes to utilize direct marketing to capture missed point of sale opportunities, Administrator shall have the right of first refusal with respect to the opportunity to market Protection Plans. Such right of first refusal shall entitle Administrator to be given the right to be appointed to market Protection Plans on terms no less favorable than a competitor's bid for such work. In no event, shall a third-party market Administrator's Protection Plans without written approval of Administrator. Such appointment shall be provided in a format approved by Administrator.

3.4.3. Protection Plan Sales Standards. Pre-existing conditions and/or certain vehicle modifications are not eligible for coverage under all Protection Plans, unless otherwise noted in State specific contract language. Ineligible modifications may include, but are not limited to: performance tuners, programmers, headers and/or exhaust manifolds; non-stock cold air intake; lifts, lift kits, wheels and/or tires oversized per manufacturer specifications; and any missing or modified emission control devices, diesel particulate filters or air intake filters. In the event a Producer sells a Protection Plan on an ineligible vehicle/craft, fails to comply with eligibility guidelines established by Administrator, and/or fails to disclose the limitations of the Protection Plan, Producer shall be responsible for paying any claims arising out of such failure(s) which are not eligible for reimbursement under the Protection Plan. Producer shall not sell, solicit the sale of, or accept requests to purchase Protection Plans via the internet, without written authorization from Administrator. Producer shall not sell a Protection Plan for any vehicle that does not meet underwriting guidelines identified in the program Terms and Conditions. (GAP sales may only be made at the time a vehicle is sold and may be limited to certain loan-to-value ratios.)

3.4.4. **Material Disclosures**. Producer is obligated to disclose to Protection Plan Holder, the Protection Plan Holder's obligation to preserve, maintain and provide service records and inspection records for the covered vehicle/craft. Failure to do so may result in disqualification of the vehicle/craft for coverage under the Protection Plan. Moreover, Producer is obligated to disclose to Protection Plan Holder, the material plan provisions and limitations, including but not limited to the fact that pre-existing conditions may not be eligible for coverage under a Protection Plan.

3.4.5. **Multiple Dealerships or Locations**. If Producer operates at more than one location or consists of multiple dealerships, or both, the name of each individual dealership and address of each location will be attached to this Agreement by inclusion in the Dealership and Locations Schedule or after execution of this Agreement by addendum using the Addendum A-1 to Producer Agreement – Additional Dealers attached to this Agreement and the terms and conditions of this Agreement will apply to all dealerships and locations listed in the Addendum A-1. The term "Producer" in this Agreement will include all named locations and dealerships in the Addendum A-1. An authorized signor for each additional dealer will sign the Addendum A-1 in the form attached to this Agreement.

4. Sales

4.1. **Protection Plan Fee**. For each Protection Plan released to a Protection Plan Holder in relation to this Agreement, Producer shall remit to Administrator or Administrator's designated payee the applicable Protection Plan Fee as directed by Administrator.

4.2. **Taxes**. Producer shall be solely responsible for collecting and remitting to the proper taxing authority all taxes associated with the retail price paid by consumers for the Protection Plan. Unless otherwise set forth in writing, Administrator shall have no responsibility for the processing and remittance of such taxes related to the sale and/or cancellation of a Protection Plan.

4.3. **Reporting Protection Plan Transactions**. Administrator and Underwriter shall have no duty to administer any claim under any Protection Plan if the Protection Plan sale was not reported to Administrator in accordance with this Agreement, its Exhibit, and the Procedure Manual. Administrator reserves the right to refuse the duties and obligations related to any Protection Plan not timely reported within thirty (30) days from the date of purchase. In

the event Producer fails to timely report or fails to timely remit payment for a Protection Plan, Producer shall be solely responsible for any costs or liabilities associated with the Protection Plan handling or administration, including but not limited to the cost associated with a covered claim. Producer shall report its sales and/or cancellations via Administrator's web portal, or such other means as permitted by Administrator. In the event that there is a discrepancy between Administrator and Producer records related to Protection Plan sales or cancellations during any month, the parties agree to use their best efforts to resolve such discrepancy as soon as reasonably possible.

4.4. **Remittance**. Producer shall remit to Administrator, or Administrator's designated payee as directed by Administrator, the applicable Protection Plan Fee due and payable to Administrator promptly following issuance of the Protection Plan, no later than sixty (60) days from the date of purchase, along with a properly executed copy of such Protection Plan, if applicable. Failure to remit the Protection Plan Fee or such other amounts shall constitute a material breach of this Agreement.

4.5. **Third-Party Payment(s).** Upon authorization from Producer, Administrator may pay a specified amount to Producer or its designee with respect to certain Protection Plans sold/offered pursuant to this Agreement as provided in Addendum A-2 - Third-Party Pass-Through Payment(s). The amounts and eligibility requirements for payment shall be provided in the executed Addendum A-2.

4.6. **Statements**. Administrator shall provide data reflecting sales paid and reported along with cancellation activity for the previous month via an online portal. Any amounts identified as due to Administrator for prior Protection Plan sales once a periodic Producer statement has been provided to Producer by Administrator, via Administrator's online systems, shall be immediately due to Administrator.

5. **Payments**. This Section pertains to any amounts due or payable under this Agreement. For purposes of clarity, in the event Producer provides a Protection Plan to a consumer, such transaction will be deemed a "sale" regardless of whether Producer collects any fee.

5.1. **Form and Method of Payment**. All payments hereunder shall be made via electronic transmittal to designated banking accounts, owned by payee, in U.S. dollars unless otherwise agreed to in writing by the parties.

5.2. **Amounts Due to Administrator**. All amounts due to Administrator pursuant to a relevant SOS: (a) shall remain, at all times, the property of Administrator and Underwriter, and neither Producer nor any third party claiming under, through or on behalf of Producer shall have any interest in, or rights with respect to, such amounts, and (b) shall be deemed held separately in a fiduciary capacity by Producer in a manner that clearly establishes that the amounts are owned by Administrator and Underwriter, until remitted to Administrator. No acts or omissions by either party shall be deemed to waive or modify the creation of the fiduciary relationship as to the amounts referenced in the preceding sentence.

5.3. **Offset Rights**. If Producer fails to remit any amounts owed to Administrator, Administrator shall have the right to offset the amounts owing against any amounts which Administrator, its agents, subsidiaries or related entities, may owe to Producer. Administrator shall have an absolute right to offset any amounts related to a Consumer Dispute against any amounts otherwise due to Producer.

5.4. **Collection and Enforcement**. All reasonable advances, costs, expenses, charges, and attorney's fees, which Administrator may make, pay, or incur for the collection of any sums due it or for the enforcement of any of its rights, or in any dispute or litigation in which Administrator may become involved by reason of or arising out of this Agreement, shall be paid by Producer to Administrator. Administrator shall be entitled to bring a court action seeking injunctive, mandatory or other equitable relief to restrain any breach, threatened breach, or to enforce the Agreement, it being agreed that money damages alone would be inadequate to compensate it.

6. **Term & Termination**. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

6.1. **Termination by Consent or Without Cause**. This Agreement may be terminated at any time by written mutual consent of the parties hereto, or by either party without cause by written notice specifying the effective date of termination, which must be not less than thirty (30) days after notice is given.

6.2. **Termination for Cause**. This Agreement may be terminated immediately upon giving written notice for cause, which means: (a) in relation to either party, a material breach of this Agreement which is not cured within thirty (30) days of receipt of written notice provided by the non-breaching party which describes the breach; (b) in relation to Administrator's right to termination, failure by Producer to remit to Administrator, on a consistent and timely basis, any and all amounts due to Administrator or the failure by Producer to submit any Protection Plans within any consecutive sixty (60) day period;.

6.3. **Termination By Event or Condition**. This Agreement terminates automatically, without prior notice, in the event Producer or Administrator ceases to do business, becomes insolvent, is unable to pay debts as they mature, makes an assignment for the benefit of creditors, or enters into bankruptcy, receivership, liquidation, or other similar proceedings. The date of occurrence of said event will be the termination date of this Agreement.

6.4. **Termination for Legal Requirement**. This Agreement may be terminated by any party upon giving five (5) days' prior written notice, unless a shorter period is required by any governmental or regulatory agency action, in the event any license or insurance necessary to fulfill the duties and obligations under this Agreement expires, or is suspended, cancelled, terminated or revoked, or in the event any federal or state laws or regulations or any regulatory or governmental agency prohibits or restricts the business contemplated by this Agreement; provided, however, that such termination applies only to the business or territory affected by such events.

6.5. In the event this Agreement is terminated for any reason, Producer shall immediately: (a)cease selling the Protection Plans; (b) remit the entire amount of any payments for Protection Plans written through the termination date of this Agreement; and (c) return all such unused marketing materials including Terms and Conditions to Administrator, and must cease use of Administrator's Intellectual Property, as defined below.

6.6. **Continued Obligations Post Termination and Sections Surviving Termination**. Sections contained in this Agreement that by their nature and context are intended to survive termination, shall survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied. Further, Termination of this Agreement (a) shall not alter Producer's responsibilities with respect to Protection Plans issued and paid for prior to the date of termination, performance of fulfillment services, handling of refunds and any other payment obligation set forth herein; and (b) shall not alter Administrator's responsibilities with respect to Protection Plans issued and paid for prior to the date of such termination.

7. **Repair Services**. If Producer is in the business of repairing new and/or used vehicles/crafts and desires to provide repair services to Protection Plan Holders, Producer shall contact and notify Administrator of any potential claim. Administrator shall review the report associated with a potential claim to determine eligibility for payment under the Protection Plan. Administrator may reject any improperly submitted repair order, and such related repairs shall be the responsibility of Producer. Administrator shall provide payment based upon the established reference number and the agreed upon claim amount.

7.1. **Collecting from Protection Plan Holder**. Producer shall be solely responsible for collecting, directly from the Protection Plan Holder, the following: (a) the Protection Plan deductible (if any), and (b) the cost of any non-covered and/or unauthorized parts, labor or other services, which may include, but is not limited to: (1) Parts, labor or other services provided which are: (i) not authorized by Administrator; (ii) not specifically covered by Protection Plan: (iii) specifically excluded by Protection Plan;(iv) a result of Producer's failure to perform original repair in a good and workmanlike manner; (2) Any pre-existing conditions for any breakdown occurring unless otherwise noted in state specific contract language (i) before coverage takes effect; (ii) prior to the Protection Plan purchase or coverage date (as applicable), (iii) if the information provided by Producer cannot be verified as accurate or is found to be deceptively inaccurate; (3) Repair covered by (i) a manufacturer's warranty, (ii) repairer's guarantee, or iii) service contract or other similar agreement, and (4) Shop supplies, hazardous material and/or environmental disposal fees.

7.2. **Reimbursement for Service or Claim**. If the Producer provides repair services for mechanical breakdowns covered by Protection Plans sold by the Producer pursuant to this Agreement, the Administrator shall reimburse the Producer for the cost of such approved and properly invoiced repair services performed by the Producer.

7.3. **Claim Submission**. Claims shall be submitted to the Administrator for approval prior to commencing any repairs. The Producer shall diagnose the cause and extent of the mechanical breakdown and prepare an estimate of repair costs. In preparing such estimate of repair costs, the Producer shall utilize its normal retail labor rate, not to exceed the Producer's posted labor rate, as filed with and approved in advance by the Administrator for the repair time as specified in the most recent industry standard labor guide approved and in use by Administrator, including but limited to Chilton, Forte, Motors, Mitchell, or ALLDATA. The Producer shall not file its normal retail labor rate with the Administrator for approval more often than once per calendar year. In no event shall any part price exceed the manufacturer's suggested retail price for required parts. If possible, the claim with estimate of repair costs shall be submitted directly to the Administrator via applicable websites identified by Administrator. If this is not possible, they may be submitted for prior approval by telephone.

7.4. **Repair Order**. The Producer shall furnish the Administrator with a completed repair order (in accordance with current Administrator instructions) after the completion of the covered repairs but not more than sixty (60) days

after the date the claim is authorized by the Administrator. Administrator shall review such repair orders to determine eligibility for payment under the Protection Plan. Administrator shall only process repair orders that contain the following information: Protection Plan number; Customer name, address and telephone number; vehicle make, model, year, unique identifying number (e.g. VIN, hull, or motor). and current mileage; Customer's original complaint, Producer's diagnosis and description of required repairs; cost of repair including labor, required parts, cost of each required part and sublet cost; Administrator's reference number and agreed upon claim amount; and Customer's signature. Administrator shall verify the labor rates and parts prices that shall be used for any repair made pursuant to this Agreement. Administrator may reject any improperly or untimely submitted repair order, and such related repairs shall be the responsibility of Producer. Administrator shall provide payment based upon the established reference number and the agreed upon claim amount which payment shall constitute payment in full. The Administrator shall reimburse the Producer for approved, completed repairs within five (5) business days after the Administrator receives the timely filed repair order.

7.5. **Required Maintenance**. If requested by the Administrator prior to the commencement of any repairs on a covered vehicle, the Producer shall require the Protection Plan Holder to produce receipts for the Administrator that demonstrate that the Protection Plan Holder's vehicle has been maintained in accordance with the manufacturer's published, scheduled requirements.

7.6. **Inspection**. If requested by the Administrator prior to commencement of any repairs, the Producer shall permit the Administrator's designated representative to inspect the covered vehicle.

7.7. **Warranty**. A Producer repairing a mechanical breakdown covered by a Protection Plan is fully responsible for that repair for the term of any applicable Warranty for parts or labor, with a minimum Warranty to the Protection Plan Holder and the Administrator of (1) ninety (90) days, or (2) the actual length of any such Warranty provided in the event such Warranty exceeds ninety (90) days. There shall be no coverage by the Administrator for similar repairs to the same part during any such Warranty period.

8. Confidential Information and Privacy

8.1. **Confidential Information**. By virtue of this Agreement, each party may have access to trade secrets and information that is confidential and/or proprietary to such party. Confidential Information shall include, but is not limited to, information regarding the other party's operations, data processing and procedures, billing and collection procedures, formulas, methods, know-how, processes, data, designs, new products and/or services, developmental work, marketing requirements, marketing plans, the terms and pricing under this Agreement, and all information identified by a party at the time of disclosure as confidential or proprietary. Except as otherwise provided, neither party shall use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the other party or accessible to such party pursuant to this Agreement. Disclosure of confidential information by either party to a third party shall not be permitted during the term of this Agreement or for three (3) years following termination of this Agreement. Confidential information shall not include such information that is in the public domain at the time of its disclosure to a party or becomes available in the public domain through no fault of such party. Nothing in this Agreement precludes a party from disclosing Confidential Information in response to a valid subpoena, court order, or similar legal requirement. If such an event occurs, the receiving party being compelled to disclose will notify the disclosing party, in writing, unless prohibited to do so by law, as promptly as practicable after receiving any such request and agrees to cooperate with the disclosing party should it choose to seek a protective order or other legal remedy. If an unauthorized use or disclosure of Confidential Information occurs, the disclosing party will notify the other party immediately and comply with applicable laws governing unauthorized information disclosure.

8.2. **Protection of Consumer Information**. Each party represents and warrants that that to the extent that a party receives "Nonpublic Personal Information" as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., or "Personal Data" defined under applicable state laws such as the California Consumer Privacy Act (CCPA), (Personal Data and Nonpublic Personal Information are referred to collectively as "NPI") from a disclosing party, the receiving party will maintain physical, electronic, and procedural safeguards that comply with state and federal laws, including, but not limited to, the CCPA, the Federal Trade Commission Act, the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, in order to protect the confidentiality of all NPI, will not sell the NPI, and will not retain, use or disclose NPI for any purpose other than as necessary to perform the actions under this Agreement or as otherwise specifically authorized by Protection Plan Holders or disclosing party. To the extent Protection Plans are offered in any of the Provinces or Territories of Canada, the parties shall comply with the Personal

Information and Protection of Electronic Documents Act with regards to information received from Canadian residents.

9. **Relationship**. The relationship between the parties shall be that of independent contractors. This Agreement is not intended to create a principal/agent, employer/employee, partnership or joint venture relationship.
10. **Insurance**. Each party shall procure, pay for and maintain such policy or policies of insurance as are required by law or as are commercially reasonable for the transaction and business contemplated by this Agreement.
11. **Intellectual Property**. Neither party shall use the registered trademarks, service marks, logos, name or any other proprietary designations of the other party or any of its parent corporations or subsidiaries without the prior written consent of the other party of the proposed use.
12. **Representations**. Each party represents and warrants that it shall not, directly or indirectly, make any misrepresentation to a consumer regarding: (a) the nature, status, or coverage of the Protection Plans; (b) the extent of its relationship with the consumer or its role with respect to the Protection Plans; (c) the identity of the administrator or obligor of the Protection Plans; or (d) the status of the manufacturer's warranty. Each party shall provide accurate coverage, cancellation and price-related information to consumers. Each party shall comply with the cancellation and refund provisions, and all other provisions of the Protection Plans.
13. **Indemnification**. Producer shall indemnify, defend and hold Administrator, its parent corporations, subsidiaries, affiliates, related entities, and their respective officers, directors, employees, and agents harmless from any and all claims, actions, demands or liabilities, including but not limited to reasonable attorneys' fees and costs, arising out of or resulting from Producer's acts, omissions, negligence, gross negligence, willful misconduct, or breach of this Agreement, or its failure to comply with any and all applicable laws, rules, regulations. In addition to the foregoing, Producer shall indemnify Administrator for any costs, penalties, or fees, including reasonable attorneys' fees and costs, associated with any administrative, regulatory and/or investigative actions, suits, or proceedings which may arise in relation to this Agreement. In accordance with this indemnification provisions, Producer, as is required, will handle, respond, and defend such complaints and lawsuits. Administrator agrees to cooperate fully with Producer, and to assist in the investigation, response to, and defense of such complaints and lawsuits.
14. **Disclaimer**. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING THE EXHIBITS, (A) ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY TYPE AS TO ITS SERVICES, THE PROTECTION PLANS OR ANY COVERAGE PROVIDED UNDER THE PROTECTION PLANS, AND (B) ADMINISTRATOR HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
15. **Limitations of Liability**. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY. IN NO EVENT SHALL ADMINISTRATOR'S LIABILITY TO PRODUCER FOR ANY CLAIM, LOSS, LIABILITY, COST OR EXPENSE RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER BASED IN WHOLE OR IN PART ON NEGLIGENCE, EXCEED THE AMOUNTS REMITTED BY PRODUCER TO ADMINISTRATOR IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, LOSS, LIABILITY, COST OR EXPENSE. FURTHER, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY TAX LIABILITY OR ASSOCIATED PENALTIES.**
16. **Record Retention & Audit**. Producer shall keep, maintain and preserve during the term of this Agreement and for five (5) years thereafter or for such longer period as may be required by law accurate records which may include electronic files relating to the information gathered and created under this Agreement and showing its compliance with and performance of this Agreement. Administrator's authorized representatives shall have the right to audit, inspect and copy such records of Producer, excluding any proprietary or privileged records, at all reasonable times during the business week (Monday through Friday, excluding holidays) upon receipt of two (2) weeks prior written notice. The costs of the audit shall be borne by Administrator.
17. **Compliance with Laws**. Each party shall comply with any and all applicable local, state and federal laws, rules (including but not limited to rules promulgated by the Office of Foreign Assets Control) and regulations, including but

not limited to those laws applicable to a seller of Protection Plans and regulations now or hereafter pertaining to its obligations under this Agreement.

18. **Miscellaneous Provisions**

18.1. **Force Majeure**. In the event that Administrator shall be delayed in the performance of services hereunder for more than twenty-four (24) hours as a result of acts of nature, war, insurrection, strikes, lock outs, casualties, or other causes beyond its reasonable control, the time for performance of such obligations shall be suspended for the duration of such period, provided Administrator shall notify Producer at the onset of any such interruption and advise Producer of the expected duration of such interruption.

18.2. **Press Releases**. Neither party may make public statements, advertise nor in any other way publicize this Agreement or the relationship formed hereunder without the prior written consent of the other party.

18.3. **Governing Law & Venue**. This Agreement shall be governed by and interpreted according to the laws of the State of Texas, without regard to its choice of law principles. All disputes shall be resolved by a court of competent jurisdiction in Tarrant County, Texas. If the Producer's principle business address is located in a Province or Territory of Canada , then this Agreement shall be governed by and interpreted by the laws of the Province of Ontario and the laws of Canada. All disputes with a Producer whose principal address is located in a Province or Territory of Canada shall be resolved by a court of competent jurisdiction in Ontario. Each party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated herein.

18.4. **Notices**. Administrator may provide notice to Producer under this Agreement by posting it on its program website, emailing it to the email address Producer provided, or mailing it to the street address provided shall be considered to be received by Producer within twenty-four (24) hours of the time it is posted to their respective program website or emailed to Producer unless Administrator receives notice that the email was not delivered. Producer shall notify Administrator of any changes to email address or street address in writing. All notices, demands, or communications from Producer regarding this Agreement shall be in writing and shall be (a) delivered personally; (b) sent by certified mail with return receipt requested; or (c) sent by overnight courier to the appropriate address indicated in the signature block or to such other address as the party to receive such notice may designate by written notice. Notice sent by overnight courier shall be deemed received on the day following shipping. Notice sent by general delivery shall be deemed received on the third day following mailing.

18.5. **Waiver & Severability**. The failure by either party to require strict performance of any Section of this Agreement shall not be a waiver of such Section in the future. Neither party shall be deemed to have waived any Section of this Agreement unless such waiver is set forth in a writing signed by the waiving party. If any Section(s) of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Sections shall not be affected or impaired.

18.6. **Assignment**. Producer may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Administrator. Notwithstanding the foregoing, Administrator may, in its sole discretion elect to utilize any of its subsidiaries or affiliates to perform any of Administrator's duties or obligations required pursuant to this Agreement.

18.7. **Contract Interpretations**. Each party acknowledges that it has had ample opportunity to review this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any Section of this Agreement.

18.8. **Entire Agreement & Amendment**. This Agreement including any Addenda and Exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire agreement between the parties and supersedes any and all prior written and oral agreements between the parties relating to such subject matter. To the extent that a Section of an addendum or exhibit is inconsistent with a Section of this Agreement (exclusive of the addendum or exhibit), the term set forth in the addendum or exhibit shall control. This Agreement may be amended or supplemented only by a written agreement of both parties.

18.9. **Counterparts and Electronic Execution**. This Agreement may be executed in two or more counterparts, each of which when so executed will be deemed to be an original and all of which when taken together constitute one and the same instrument. The words "executed," "signed," "signature," and similar terms in this Agreement or in any other document related to this Agreement, includes images of manually executed signatures transmitted by facsimile or other electronic format (for example, "pdf" files) and other electronic signatures. The use of electronic

signatures, electronic records, and electronic communication is as valid and enforceable as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties have agreed as of the Effective Date.

Producer

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Legal Entity Name:_____

Business Type: ○Sole Proprietor ○Corp ○LLC ○Pship

Street Address: _____

City, State, Zip: _____

Administrator
WS Aftermarket Services Corporation, Warranty Solutions Administrative Services, Heritage Mechanical Breakdown Corporation, Warrantech Automotive, Inc., Warrantech Automotive of Florida, Inc., OwnerGUARD Corporation, and TAG Warranty Corp.

By: _____

Name: _____

Title: _____

Street Address: 14800 Trinity Blvd, Suite 120

City, State, Zip: Fort Worth, TX 76155