Addendum A-5 to Producer Agreement
Vehicle Service Contract (VSC) No Chargeback Program

This Addendum A-5 ("Addendum") to the Producer Agreement is effective as of _____, 20__ (the "Effective Date") amends the Producer Agreement ("Agreement") dated _____, 20__ by and between the below named Administrator and Producer. This Addendum is attached to and made a part of said Producer Agreement.

The parties hereby agree to amend the Producer Agreement as follows:

1. Notwithstanding anything to the contrary in the Producer Agreement, in the event of the cancellation of a Qualifying Service Contract by the contract holder after the Qualifying Service Contract has been in effect for more than eighty nine (89) days, the Producer shall not be obligated to refund to the Administrator or the contract holder any portion of the Producer Compensation with respect thereto, and the Administrator shall be solely responsible for any such refund.

2. As used herein, a "Qualifying Service Contract" is a vehicle service contract which meets the following condition: the original retail selling price to the contract holder, minus the Protection Plan Fee/Producer Cost, does not exceed One Thousand ($1,000.00), exclusive of any Pass- Through Amount that may be applicable through an active Pass-through Addendum to the Producer Agreement.

3. A Service Contract which exceeds the limits set forth in Section 2 above may also be considered a Qualifying Service Contract for purposes of this No Chargeback Addendum, but only up to the limits set forth in Section 2 above, and the Producer shall be responsible for refunds on amounts in excess of said limits, as provided in the Producer Agreement.

4. This Addendum shall apply only to "Qualifying Service Contracts" sold on or after the commencement date of this Addendum shall be subject to and will be accounted for set forth herein.

5. This Addendum may be terminated by either party upon thirty (30) days advance written notice to the other. The termination of the Producer Agreement shall not modify or affect the obligations of the Administrator or the Producer with respect to refunds as provided therein. The termination of this Addendum shall not modify or affect the obligations of the Administrator or the Producer with respect to refunds as provided herein.

6. All capitalized terms herein shall have the meaning given to them in the Producer Agreement unless otherwise provided herein. This Addendum shall not modify, alter, change, or affect any of the terms or conditions of the Producer Agreement except as specifically set forth herein.

IN WITNESS WHEREOF, the parties have executed this Addendum on the Effective Date.

PRODUCER

_____
Signature

Print Name_____

Title_____

Legal Entity Name:_____

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

_____
Signature

Print Name_____

Title_____