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NAME

DATE

Thank you for choosing the National Home Maintenance Group. We strive to bring you the very best customer experience while under our care. We understand what an important investment your home is and we are here to eliminate the stress of an unexpected malfunction!

Please take the time to carefully review your home maintenance plan information below to ensure its accuracy. If it is not correct, please contact us at (833) 670-0482.

Sincerely,

The National Home Maintenance Group Family!



PREMIUM PACKAGE

CONTRACT NUMBER

CUSTOMER NAME	PROPERTY ADDRESS	PHONE	SQUARE FOOTAGE
OPTIONAL MAINTENANCE PLAN OPTIONS SELECTED	FREE STANDING FREEZER __ PROGRAMMABLE THERMOSTAT __ WELL PUMP __ SWIMMING POOL __	INTERNAL PLUMBING SYSTEM__ GARAGE DOOR OPENER__ ADDITIONAL A/C UNIT__ ICE MAKER__	SECONDARY REFRIGERATOR__ SEPTIC SYSTEM__ WINE COOLER__ SPA__
PREMIUM PLAN INCLUDES	BUILT IN MICROWAVE DISHWASHER GARBAGE DISPOSAL KITCHEN REFRIGERATOR (excludes icemaker)	RANGE/OVEN/STOVETOP CLOTHES WASHER CLOTHES DRYER CENTRAL AIR CONDITIONING CENTRAL HEATING SYSTEM	WATER HEATER CEILING FANS DOORBELL SYSTEM KITCHEN EXHAUST FAN INTERNAL ELECTRICAL SYSTEM

AGREEMENT INFORMATION

TERM (in months)	PURCHASE DATE	EXPIRATION DATE	EFFECTIVE DATE	SERVICE CALL FEE	PURCHASE PRICE
12					

THERE IS A THIRTY (30) DAY WAITING PERIOD AFTER THE PLAN PURCHASE DATE. IN THIS THIRTY (30) DAY WAITING PERIOD YOU ARE NOT ELIGIBLE FOR COVERAGE.

You are required to receive prior approval from us as soon as the problem is discovered. We will accept service calls from [9:00 AM to 5:00 PM CST Monday through Friday] at 833-670-0482. If there is an after-hours emergency you must send an email to [support@exclusivenationalautoclub.com] outlining the details of the issue. Your Service Fee for each service requested is [\$75]. Should You have questions pertaining to billing or this Agreement, please call Our office at 833-670-0482 and select the billing option from the menu. Please do not hesitate to call us if you have any questions about your Agreement.

HOME MAINTENANCE PLAN AGREEMENT

This Agreement is not a contract of insurance or a Warranty subject to the Federal Magnuson-Moss Act.

Please read this Agreement carefully, as it describes the protection You will receive in return for Your payment of the Agreement Purchase Price and it contains a Dispute Resolution/Arbitration Agreement and Class Action Waiver. You must keep this Agreement, Your sales invoice or receipt for the product You purchased. They are integral parts of this Agreement and You may be required to produce them in order to obtain service. You must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Schedule above to determine the term of this Agreement and if there is a Service Fee required to obtain service. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Agreement.

I. DEFINITIONS:

- (1) We, Us, Our and Obligor – the company obligated under this Agreement is National Home Maintenance Group, LLC [(833-670-0482)], in all states.
- (2) Administrator – National Home Maintenance Group, LLC [(833-670-0482)]
- (3) Breakdown – a covered item becomes inoperable and unable to perform its designed function.
- (4) Seller – the entity selling you this Maintenance Plan.
- (5) Service Fee – the fee that is due by you for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this Maintenance Plan.
- (6) Service Provider – the entity responsible for providing service under this Maintenance Plan.
- (7) You, Your, and the Customer - the original purchaser of the Maintenance Plan and contracting for services covered by this Maintenance Plan and any authorized transferee/assignee of the original purchaser.

II. COVERAGE PERIOD:

YOUR INITIAL PAYMENT (OR DATE PURCHASED) INCLUDES A THIRTY (30) DAY WAITING PERIOD BEFORE YOU ARE ELIGIBLE FOR COVERAGE UNDER THIS MAINTENANCE PLAN. Coverage begins on the Effective Date as indicated on the Schedule

which is thirty (30) days after the Maintenance Plan Purchase Date indicated on the Schedule. All monthly terms will begin on the Maintenance Plan Effective Date. After the Maintenance Plan Effective Date, coverage will continue as long as all monthly or renewal payments are made as scheduled.

All Maintenance Plans automatically renew unless cancelled by You or Us or non-renewed by Us.

WHEN YOUR PLAN BEGINS AND ENDS:

- Your Maintenance Plan will end on the Maintenance Plan Expiration Date of Your coverage, unless it is renewed or cancelled or Our obligations under the Maintenance Plan become fulfilled in their entirety, in accordance with the Limit of Coverage Liability.

During the coverage period, We will arrange for an authorized Service Provider to service, repair or replace covered items, due to a Breakdown. This Maintenance Plan provides coverage only for those items specifically listed as being covered on the Schedule and excludes all other items. Coverage is subject to limitations and conditions specified in this Maintenance Plan.

III. WHAT YOUR MAINTENANCE PLAN COVERS:

The provisions of this Maintenance Plan provide for the service, repair or replacement of the covered parts and labor due to a Breakdown.

The appliance(s) or system(s) must be:

- 1) Located within the confines of the main foundation of the home or garage (with exception to the exterior air conditioner, pool or spa equipment);
- 2) In good working order on the Maintenance Plan Effective Date;
- 3) Properly maintained; and
- 4) Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling).

This Plan only covers residential properties including single family homes, townhomes, condominiums, for the respective square footage as shown in the Dwelling type being covered by this Maintenance Plan section in the Schedule. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not covered. Common areas or items shared by non-purchasers of this Maintenance Plan will not be covered. Coverage is for occupied residences only.

IV. COVERAGES AVAILABLE:

Central Air Conditioning, Central Home Heating, Interior Electrical System, Plumbing System (Does Not Include Fixtures), Water Heater, Central Vacuum System, Doorbell System, Septic System, Programmable Thermostat, Well Pump, Range/Oven/Cooktop, Kitchen Exhaust Fans, Kitchen Refrigerator – excluding icemaker, Dishwasher, Built-In Microwave, Garbage Disposal, Garage Door Opener, Free-Standing Freezer, Ceiling Fans, Clothes Washing Machine, Clothes Dryer, Swimming Pool, Spa, Additional Air Conditioning Unit, Icemaker (In Refrigerator or Stand Alone), Wine Cooler, Secondary Refrigerator – excluding icemaker

V. TO OBTAIN SERVICE:

1. You are required to receive prior approval from us before service work can be performed under this Maintenance Plan. You should notify us as soon as the problem is discovered. We will accept service calls from 9:00 AM to 5:00 PM EST Monday through Friday at 833-670-0482.

EMERGENCY REPAIR: In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Maintenance Plan. Appliance failure is not considered an emergency. If the determination has been made by the Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded and insured service professional You selected to repair or replace covered failures and repairs.

2. Upon request for service, you OR an authorized Service Provider can go online at www.nationalhomemaintenancegroup.com and fill out the form in the “claims” section. An authorized repair facility may upload a detailed work order or estimate for the specified claim. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.

4. You will pay up to a \$75 Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is en route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or

cancellation of this Maintenance Plan until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Maintenance Plan Term will not be extended.

5. If service work performed under this Maintenance Plan should fail, then We will make the necessary repairs without an additional Service Fee for a period of ninety (90) days on parts and thirty (30) days on labor.

VI. APPLIANCE AND SYSTEM COMPONENTS:

Major brands of equipment will be covered under this Maintenance Plan subject to availability of repair parts. Only those items specifically named as covered are eligible for coverage. Those items listed as Not Covered are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

1. APPLIANCES AND SYSTEMS:

A. Water Heater: (Gas or Electric). COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element. NOT COVERED: All other components, including but not limited to: Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

B. Range/Oven/Cooktop: COVERED: surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, internal wiring. NOT COVERED: All other components, including but not limited to: Clocks, meat probe Page 5 of 16 OHC-HOMEPROTECTION (07.2020) assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping or breakage to an oven door or glass/ceramic cooktop.

C. Built-In Microwave: COVERED: door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, related electrical parts. NOT COVERED: All other components, including but not limited to: Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

D. Kitchen Refrigerator – excluding icemaker: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits. NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

E. Icemaker (In Refrigerator or Stand Alone): COVERED: mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor,

mounting module, ejector gear, and lever arm. NOT COVERED: All other components, including but not limited to: Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

F. Dishwasher: COVERED: heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel and related electrical parts. NOT COVERED: All other components, including but not limited to: Baskets, filter, hard water deposits, iron deposits, rollers, racks, or cosmetic issues such as scratches, dents, or chipping.

G. Kitchen Exhaust Fan: COVERED: all internal related electrical parts, including belts, fan motors, motors, switches, relays and control boards. NOT COVERED: All other components, including but not limited to: Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

H. Plumbing System: COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs. NOT COVERED: All other components, including but not limited to: Fixtures or stoppages, all piping and plumbing outside of the perimeter of the foundation or below the foundation of the home, bath tubs, gas lines, caulking or grouting, toilets and toilet parts, holding and pressure tanks, jet pumps, laundry tubs, lawn sprinkler systems, pressure regulating devices, conditions of excessive or insufficient water pressure, exterior hose bibs, or water supply lines to the refrigerator, sewage backup. We are not responsible for any repair work which must be executed to access interior lines or pipes.

I. Central Vacuum System: COVERED: All mechanical system components and parts. NOT COVERED: All other components, including but not limited to: ductwork – hoses – blockages – accessories.

J. Doorbell System: COVERED: All components and parts, except as noted as Not Covered. NOT COVERED: All other components, including but not limited to: Any audio/video surveillance systems, intercom systems, or computer/monitors working in conjunction with the doorbell system.

K. Septic System: COVERED: sewage ejector pump, jet pump, aerobic pump, septic tank, and line from house. NOT COVERED: All other components, including but not limited to: leach lines, field lines, lateral lines, tile fields and leach beds, insufficient capacity, clean out, pumping, sewage backup.

L. Programmable Thermostat: COVERED: Electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit. NOT COVERED: all other components.

M. Swimming Pool and/or Spa: COVERED: coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: heater, pump, motor, filter timer, blower, timer, valves, limited to back flush, actuator, check, and 2 and 3-way valves, relays and switches, pool, sweep motor and pump, above ground plumbing pipes and wiring, except:

NOT COVERED: All other components, including but not limited to: portable or above ground pools/spas, control panels and electronic boards, lights, liners, filter, gaskets, maintenance, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, fill line and fill valve, built-in or detachable cleaning equipment such as - but not limited to - pool sweeps and pop up heads, turbo valves, skimmers,

chlorinators, and ionizers, fuel storage tanks, disposable filtration mediums, cracked or corroded casings, grids, cartridges, heat pump, salt water systems.

O. Well Pump: COVERED: all components and parts of well pump utilized for main dwelling only, except: NOT COVERED: All other components, including but not limited to: holding or storage tanks, digging, locating pump, pump retrieval, re-drilling of wells, well casings, pressure tanks, pressure switches and gauges, check valve, relief valve, drop pipe, piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, booster pumps, well pump and well pump components for geothermal and/or water source heat pumps.

P. Clothes Washer: COVERED: water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, sequencer, lid switch and actuator, touch pad, control board, power supply, motor, pump coupling, drive belt, and related electrical parts. NOT COVERED: All other components, including but not limited to: removable mini-tubs or buckets, agitator, wigwag, boot seal, soap dispensers, filter screens, knobs and dials, damage to clothing, water flow restrictions due to mineral deposits, drawers, or cosmetic issues.

Q. Clothes Dryer: COVERED: gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, drive belt, surface limit control, motor, bearings, pulleys, controls, timer and electrical heating element. NOT COVERED: All other components, including but not limited to: venting, knobs and dials, seals, damage to clothing, lint screens, dryer cabinet fragrance/ humidity center or cosmetic issues.

R. Garage Door Opener: COVERED: all mechanical & electrical components including chain, belts, door arm, trolley, control board, motor, gear assembly and sensors. NOT COVERED: All other components, including but not limited to: cables, springs, handles, wheels, wheel track, track assembly, doors, hinges, remote transmitters, frequency interference, lights, or exterior mounted key pads.

S. Ceiling Fans: COVERED: ceiling fan motors and controls (replaced with builders standard). NOT COVERED: All other components, including but not limited to: Remote transmitter units, light fixtures on ceiling fans, removable attachments and wall fans.

T. Garbage Disposal: COVERED: all mechanical and electrical components and parts. NOT COVERED: All other components, including but not limited to: Problems and/or jams caused by bones and foreign objects other than food.

U. Freezer (Free-Standing): COVERED: All parts and components that affect the operation of the unit. NOT COVERED: All other components, including but not limited to: Icemakers, crushers, dispensers and related equipment; internal shell; racks; shelves; glass and/or glass displays; lights; knobs and caps; dials; doors, door handles, door hinges, door seals and gaskets; condensation pans; clogged drains and/or clogged lines; grates; food spoilage; refrigerant and/or disposal and recapture of refrigerant.

V. Wine cooler: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves and electronics circuits. NOT COVERED: All other components, including but not limited to: kitchen refrigerator, insulation, racks, shelves, lights, beverage dispensers and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle,

food/beverage spoilage and refrigerant capture, reclaim and disposal, media centers, or cosmetic issues such as scratches, dents, or chipping.

W. Secondary Refrigerator – not including icemaker: COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semiconductors, rectifiers, valves, and electronics circuits. NOT COVERED: All other components, including but not limited to: Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, icemakers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

NOTE: For appliances and systems over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year **Your Maintenance Plan** is active up to a maximum of \$500. Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.

VII. LIMIT OF COVERAGE LIABILITY AND CONDITIONS:

1. We will not pay more than the current market value for any appliance, system or item unless otherwise noted in SECTION VI. - APPLIANCE AND SYSTEM COMPONENTS.

2. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$5,000 per twelve (12) month period.

3. We have the sole right to determine whether a covered item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system or electronic equipment, We are responsible for replacement equipment of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.

4. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what we would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Coverage Liability.

5. All equipment covered by this Maintenance Plan must be in good working condition as of the Maintenance Plan Effective Date and be reasonably clean and accessible at the time of service. **This Maintenance Plan does not cover pre-existing conditions, defects or deficiencies as determined by an in-home inspection.**

6. We reserve the right to obtain a second opinion at Our expense.

7. We reserve the right to use qualified Service Providers, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Maintenance Plan.

8. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Maintenance Plan.

9. We are not a Service Provider and are not Ourselves undertaking to repair or replace any such systems or components.

10. In the event that there is any other collectable insurance, service agreement, warranty, or guaranty coverage available to You covering a loss also covered by this Maintenance Plan, this Maintenance Plan will pay in excess of and not contribute with other insurance, service agreement, warranty or guaranty. We will not pay for parts covered under a manufacturer's warranty.

11. This Maintenance Plan does not cover disconnection of appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This Maintenance Plan does not cover the cost of opening or closing walls, floors, or ceilings.

12. Our obligation to pay for the repair or replacement of covered appliances, systems or items are subject to the following respective limits for each component: COOLING/HEATING SYSTEMS: We will cover up to \$1,000 per system per 12 month period. The \$1,000 limit includes any costs for access, diagnosis, repair or replacement and installation; Central Air Conditioning (includes Heat Pumps): (Electric only), Central Home Heating: (Gas or Electric); Additional Air Conditioning Unit (includes Heat Pumps): (Electric only) We will cover up to \$500. APPLIANCES AND OTHER SYSTEMS: We will cover up to \$500 per appliance or system per 12 month period listed below. The \$500 limit includes any costs for access, diagnosis, repair or replacement, and installation; Water Heater: (Gas or Electric), Range/Oven/Cooktop, Built-In Microwave, Kitchen Refrigerator – excluding icemaker, Icemaker (In Refrigerator or Stand Alone), Dishwasher, Kitchen Exhaust Fan, Interior Electrical System, Plumbing System, Central Vacuum System, Doorbell System, Septic System, Programmable Thermostat, Swimming Pool and/or Spa, Well Pump, Clothes Washer, Clothes Dryer, Garage Door Opener, Ceiling Fans, Garbage Disposal, Freezer (Free Standing), and Wine Cooler We will cover up to \$500; Secondary Refrigerator – not including icemaker: We will cover up to \$250.

12. EXCLUSIONS: We are NOT responsible for:

A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding or draining refrigerant for appliances or HVAC units.

B. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.

C. Missing parts or structural changes.

D. Any appliance or system deemed or classified by the manufacturer as commercial.

E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.

F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.

G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.

H. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance, or electronic equipment.

I. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.

J. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other service agreement. This Agreement does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.

K. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Agreement Purchase Date.

L. Any service or repair associated with hazardous material treatment, removal, or disposal.

M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.

N. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item.

O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.

P. Failures due to an inherent design flaw from the manufacturer.

Q. Sewage backup.

12. FEES and CHARGES:

A. If the Maintenance Plan Purchase Price is not paid by the Agreement Holder when due, coverage is suspended until payment is received by the Administrator or Obligor. Service under this Maintenance Plan may be denied during the period the Agreement is suspended. Coverage will be reinstated and begin when payment is received by the Administrator or Obligor. The Maintenance Plan Term will not be extended beyond the original Agreement of Expiration Date. Accounts delinquent more than ten (10) days may be cancelled as provided in the Section VIII – CANCELLATION OF THE AGREEMENT.

B. Upon renewal, the Maintenance Plan Purchase Price and any included limits, fees or charges may be adjusted. Notice of any price adjustment for monthly agreements will be given to You in writing at least thirty (30) days prior to implementation.

13. TRANSFERABILITY: This Maintenance Plan is transferable to a new owner of the existing address for a one-time \$25 transfer fee. This Maintenance Plan is non-transferable to a new address and is only valid for the original Covered Property Address shown in the Schedule.

14. LAWS, CODES and REGULATIONS: This Agreement does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Agreement in California. In arbitration, claims are resolved by an arbitrator and not by a judge or jury. **THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY.** In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve

any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regard to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a “Class Action”). **NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS.** The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity’s claims, and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons’ or entities’ Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a “de novo” standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association (“AAA”). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the “Code”). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed

by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act (“Act”), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney’s fees) do not exceed \$25,000, then all Claims shall be resolved by the Code’s Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at www.adr.org or call (800) 778–7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code (“Arbitration Costs”); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney’s fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send a written notice to 337 Drum Point Rd. Ste 1B Brick, NJ 08723. You must include in

Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

IF THIS AGREEMENT WAS FINANCED (PURCHASED ON A PAYMENT PLAN) BY A FUNDING PARTY, THE FUNDING PARTY SHALL BE ENTITLED TO ANY REFUND(S) RESULTING FROM CANCELLATION OF THIS MAINTENANCE PLAN FOR ANY REASON, INCLUDING TERMINATION OF THE MAINTENANCE PLAN FOR NON-PAYMENT BY YOU OR BY SOMEONE AUTHORIZED BY YOU TO PAY THE FUNDING PARTY.

PRIVACY POLICY: We are committed to protecting your privacy and ensuring the security of your personal information. This Privacy Policy outlines how we collect, use, disclose, and safeguard your data when you visit our website or use our services. We may collect personal information such as your name, email address, and contact details, which will only be used to provide you with a better experience, improve our services, and communicate with you about your policy. We implement appropriate technical and organizational measures to protect your information from unauthorized access, and we will not sell or rent your personal data to third parties without your explicit consent. By using our services, you consent to the collection and use of your information as described in this policy.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the covered item. Because of that separately stated consideration, You agree and acknowledge that this Maintenance Plan is not part of the basis of the bargain for Your purchase of the covered item. You further agree and acknowledge that We, the Administrator/Obligor under this Maintenance Plan, are not the supplier of the covered item. Consequently, this Maintenance Plan is not a “written warranty” under the federal Magnuson Moss Warranty Act. As a result, this Maintenance Plan is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a “written warranty”.

LIMITATION OF LIABILITY: THIS MAINTENANCE PLAN SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE COVERED PRODUCT, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR SELLER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS MAINTENANCE PLAN.

INSURANCE: NATIONAL HOME MAINTENANCE GROUP., OBLIGATIONS TO PERFORM UNDER THIS MAINTENANCE PLAN ARE INSURED BY NHMG, 340 DRUM POINT RD. BRICK, NJ 08723 AND CAN BE REACHED AT (609) 665-5488.

IF THE OBLIGOR FAILS TO PAY AN AUTHORIZED CLAIM WITHIN SIXTY (60) DAYS, OR IF THE OBLIGOR BECOMES INSOLVENT OR CEASES TO CONDUCT BUSINESS DURING THE TERM OF THIS MAINTENANCE PLAN, YOU MAY SUBMIT YOUR CLAIM DIRECTLY TO THE APPLICABLE INSURER AT THE ABOVE ADDRESS FOR CONSIDERATION.



CANCELLATION BY SELLER (OR ASSIGNEE): Subject to applicable state and federal laws, we may declare this Maintenance Plan to be in default and cancel this Agreement if:

- (1) you do not make the full amount of any payment by its scheduled due date; or
- (2) any event occurs that, in our reasonable judgment, significantly impairs the prospect of your payment or performance of this Maintenance Plan.

If you are in default on this Agreement, Seller or Assignee is authorized to cancel this Maintenance Plan and direct Administrator or Seller to cancel (subject to any notice that may be required by applicable law, if any) Purchaser's Contract. We may also exercise our security interest in the Contract and apply any refunds or credits due to you under the Contract to the amount that you owe us under this Maintenance Plan. If we cancel the Maintenance Plan due to your default, any payment that you make after the effective date of cancellation (or after a notice of cancellation is mailed to you) will not result in an automatic reinstatement of the Contract but will be applied to your outstanding obligations, if any, under this Maintenance Plan. Neither the acceptance nor the application of any such payments shall constitute an undertaking by Seller to take steps to attempt to reinstate such Contract or constitute a waiver of any event of default hereunder, unless otherwise required by applicable state or federal laws.

ADDITIONAL PROVISIONS: The personal information regarding Purchaser that is provided by Purchaser in connection with this Maintenance Plan will not be used or shared with any other party other than for the purpose of the services provided in this Maintenance Plan and the Contract and as required or permitted by applicable law. This Maintenance Plan sets forth the terms and conditions of the payment terms agreed to by the Purchaser by phone or other electronic means. The purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Maintenance Plan. Purchaser affirms he/she will further review this Maintenance Plan and correct any errors contained herein by contacting Seller (and its Assignee) within thirty (30) days of the date listed below. You agree to notify the Seller of any change in your name or address within ten (10) days of such occurrence.

WAIVERS, ENTIRE AGREEMENT: The content and format of this Maintenance Plan have been adopted to provide Purchaser 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 Maintenance Plan or the transaction it contemplates. Seller's or Assignee's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder, shall not be construed as a waiver of relinquishment of any future rights under such provision, but the provision shall continue and remain in full force and effect. The exercise of any rights or remedies by Seller or Assignee under this Maintenance Plan is cumulative and shall not preclude Seller from exercising any other right or remedy it may have hereunder or at law. Each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, the unenforceability or invalidity of such provision shall not impair the validity or enforceability of the remaining provisions hereof.

MANDATORY ARBITRATION:

READ THIS PROVISION CAREFULLY AS IT AFFECTS YOUR RIGHT TO A JURY TRIAL.

Purchaser, Seller and Assignee mutually and voluntarily agree to the following

- (1) Any and all disputes, claims or controversies arising out of or in connection with this Agreement or in any way connected to Purchaser's relationship with Assignee, no matter how described, pleaded or styled, including claims arising in tort and/or contract, shall be decided exclusively and finally by binding arbitration. The arbitration hearing shall be conducted at an AAA approved location nearest to the Purchaser's address;
- (2) The arbitration shall be conducted before the American Arbitration Association (the "AAA"), pursuant to the AAA Commercial Arbitration Rules, available at www.adr.org or upon request. The arbitration shall be conducted by one neutral arbitrator appointed by the AAA. The arbitrator shall have the authority to award any monetary and nonmonetary relief available to either party in an action otherwise prosecuted in court, including injunctive and other provisional relief. Judgment on the arbitration award may be entered by any court of competent jurisdiction. The cost of initiating the arbitration and the arbitrator's compensation (but excluding fees and costs of Purchaser's counsel, if any) shall be paid by Seller or Assignee;
- (3) This arbitration shall be solely between the parties to this Agreement, and no class arbitration or other representative action may be undertaken by the arbitrator, and the arbitrator shall have no power to consolidate or join claims of other parties or persons who may be similarly situated;
- (4) The Federal Arbitration Act ("FAA") and related federal law shall govern the interpretation and enforcement of this Paragraph to the fullest extent possible, to the exclusion of all otherwise potentially applicable state law, regardless of the location of the arbitration proceedings or the nature of the disputes or controversies between the parties to this Agreement. The arbitrator shall apply Illinois law consistent with the FAA and related federal law, including applicable statutes of limitations and shall honor claims of privilege recognized at law;
- (5) With the exception of subpart (3) above, if any part of this arbitration agreement is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein; and
- (6) Purchaser may elect to opt out of this arbitration provision by sending written notice to Assignee before 5:00 p.m. Eastern Time on the tenth (10th) calendar day after this Agreement is executed, or such notice shall be of no force and effect. Assignee's contact information appears in the Assignment clause above. The foregoing time limit shall be strictly construed. Opting out of this arbitration provision shall not terminate the Agreement or otherwise affect in any way any of the other rights and obligations of the parties hereto under the terms of the Agreement. The purchaser hereby agrees that they have read and understand the Arbitration Agreement.

WAIVER OF CLASS ACTION:

PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER ARISING IN CONNECTION THEREWITH ON A CLASS ACTION BASIS.

APPLICABLE LAW: The Maintenance Plan is governed by and will be subject to applicable federal law and the law of the state where the Seller is located as shown on the front of this Maintenance Plan. If any section or provision of this Maintenance Plan is not enforceable, the other terms will remain part of this Maintenance Plan. You authorize us to correct any clerical error or omissions in this Maintenance Plan or in any related document.

WAIVER OF JURY DEMAND: PURCHASER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY WITH REGARD TO THIS AGREEMENT,

THE CONTRACT OR ANY OTHER ACTION ARISING IN CONNECTION THEREWITH. SELLER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

MODIFICATIONS: This Maintenance Plan contains all of the terms of your agreement with us related to the subject matter of this Maintenance Plan. Any change to this Maintenance Plan must be in writing and we must sign it. No oral changes are binding.

INSURANCE: NATIONAL HOME MAINTENANCE GROUP., OBLIGATIONS TO PERFORM UNDER THIS AGREEMENT ARE INSURED BY NHMG, 340 DRUM POINT RD. BRICK, NJ 08723 AND CAN BE REACHED AT (609) 665-5488.

ANY HOLDER OF THIS PAYMENT PLAN IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND CONTRACT OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.



SIGNATURE PAGE

NOTICE TO THE PURCHASER: (1) DO NOT SIGN THIS MAINTENANCE PLAN BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE MAINTENANCE PLAN WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS MAINTENANCE PLAN AT ANY TIME AND WITHOUT PENALTY. IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT WHICH IS OUTSTANDING WILL BE FURNISHED UPON REQUEST.

By signing below or making your first payment pursuant to the Payment Schedule above, you agree that you received a completely filled-in copy of this **MAINTENANCE PLAN** and that you are subject to and bound by all of the terms and conditions set forth in this Agreement.

Purchaser:

Purchaser's Signature:

Date:

Seller Representative: