VEHICLE PROTECTION

Executive Service Agreement

We're so glad you're here. Enclosed is your auto protection contract booklet — your go-to guide for what's included in your plan, how to request service, and what to expect when your vehicle needs repair.

SAMPLE

Parties & Contact Information

Seller	
Administrator	MBA Financial, LLC 15657 N Hayden Road Ste 1366 Scottsdale, AZ 85260
Claims	
Member Services	
Roadside Assistance	

IMPORTANT NOTICE: THIS IS NOT AN INSURANCE POLICY

This CONTRACT is a vehicle service contract regulated under applicable state vehicle service contract laws, not an insurance policy. The OBLIGOR identified in this CONTRACT is the party financially responsible for COVERED BREAKDOWNS under this CONTRACT.

If YOU have questions about this CONTRACT or wish to verify coverage, please contact the ADMINISTRATOR using the contact information on the DECLARATIONS PAGE.

SELLER AND ADMINISTRATOR INFORMATION

Seller and Administrator contact information is provided in the CONTACT INFORMATION section of the DECLARATIONS PAGE of this CONTRACT.

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Declarations

Administrator:

MBA Financial, LLC
15657 N Hayden Road, Ste 1366
Scottsdale, AZ 85260

Policy Number:

CONTRACT HOLDER ("YOU", "YOUR")

Customer Name – Primary	
Customer Name – Secondary	
Customer Phone – Primary	
Customer Phone – Secondary	
Customer Email Address	
Customer Mailing Address	,

VEHICLE INFORMATION

Year	
Make	
Model	
Vehicle Identification Number ("VIN")	
Odometer	

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Declarations

CONTRACT INFORMATION

Coverage Level	**EXECUTIVE**
Deductible Amount	$200.00
Policy Effective Date	
Contract Expiration Date	
Contract Expiration Mileage	
Policy Expiration	Coverage expires on the CONTRACT EXPIRATION DATE or upon reaching the CONTRACT EXPIRATION MILEAGE, whichever occurs first.
Waiting Period	As specified below in WAITING PERIOD CALENDAR DAYS and WAITING PERIOD MILEAGE. Both conditions must be satisfied simultaneously.
Waiting Period Calendar Days	
Waiting Period Mileage	
Total Contract Price	
Payment Option	☐ Paid in Full ☐ Installment Payment Plan

POLICY MODIFICATIONS

☐ 4 Wheel Drive ☐ Rideshare ☐ Diesel ☐ Liftkit / Oversized Tires

CONTACT INFORMATION

Claims Phone	
Customer Service Phone	
Roadside Assistance Phone	
Administrator Mailing Address	15657 N Hayden Road Ste 1366, Scottsdale, AZ 85260
Obligor Phone	

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Definitions

The following terms have specific meaning when capitalized and used within this CONTRACT:

1. ADMINISTRATOR: the party that administers this CONTRACT. This is who YOU contact for all BREAKDOWNS, CONTRACT cancellation requests and any other questions regarding YOUR CONTRACT.

2. BRANDED TITLE: a VEHICLE title, registration or permit document marked with a permanent designation indicating an altered condition or unknown status of the VEHICLE. This includes, but is not limited to: damaged, dismantled, gray market, colored titles, salvaged, scrapped, water damage, totaled and odometer rollback or odometer unknown titles.

3. BREAKDOWN: the inability of a COVERED PART to operate as it was designed to work in normal service, per established tolerances defined by YOUR VEHICLE manufacturer. A BREAKDOWN is defined as a COVERED PART exceeding such tolerances.

4. COMMERCIAL VEHICLE: any VEHICLE whose primary and predominant use is for business purposes to generate income. Incidental or occasional business use of a VEHICLE that is primarily used for personal, family, or household purposes does not constitute commercial use under this CONTRACT.

5. CONTRACT: this VEHICLE service CONTRACT that provides the COVERAGE that YOU have purchased from the SELLER.

6. CONTRACT HOLDER, YOU, YOUR: the CONTRACT purchaser named as the CONTRACT HOLDER on the DECLARATIONS PAGE.

7. CONTRACT PERIOD: The CONTRACT begins on the POLICY EFFECTIVE DATE as indicated on the DECLARATIONS PAGE and expires on the CONTRACT EXPIRATION DATE or upon the VEHICLE odometer reaching the CONTRACT EXPIRATION MILEAGE, whichever occurs first. This CONTRACT has a fixed term and does not renew automatically.

8. COVERAGE: the COVERAGE YOU have purchased as provided by the CONTRACT.

9. COVERED BREAKDOWN: a BREAKDOWN that results in an authorized payment by US to YOU or on YOUR behalf. The Exclusions & Provisions of this contract detail instances in which a COVERED PART will be excluded from qualifying as a COVERED BREAKDOWN.

10. COVERED PART: any part of the VEHICLE that is not listed specifically as excluded in the Schedule of Coverages, and that is authorized by US for repair or replacement.

11. DECLARATIONS PAGE: the page of this CONTRACT titled DECLARATIONS, which contains the CONTRACT HOLDER's information, VEHICLE information, CONTRACT terms, and all ADMINISTRATOR and OBLIGOR contact information governing this CONTRACT.

12. DEDUCTIBLE: a portion of the COVERED BREAKDOWN YOU are required to pay per covered claim as listed on the DECLARATIONS PAGE of this CONTRACT.

13. OBLIGOR ("WE", "US", "OUR"): National Administrative Service Company, LLC, whose current address and contact number are listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE, is the OBLIGOR that is responsible for meeting the obligations provided to perform under this CONTRACT.

14. REPAIR FACILITY: any automotive repair facility chosen by YOU that holds a current ASE (Automotive Service Excellence) certification and is capable of performing repair services to a COVERED PART.

15. SELLER: the company from whom YOU purchased this CONTRACT. SELLER information is provided on the DECLARATIONS PAGE of this CONTRACT.

16. TEARDOWN: the disassembly of a failed part required to determine the cause of failure. This includes RDI (Remove, Disassemble, and Inspect).

17. VEHICLE: the VEHICLE described on the DECLARATIONS PAGE.

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SCHEDULE OF COVERAGES

This CONTRACT provides exclusions-based coverage, meaning all components of YOUR VEHICLE are covered except those specifically listed below. If a component is not listed in the exclusions below, it is a COVERED PART under this CONTRACT subject to the other terms and conditions herein.

This CONTRACT is inclusive of all components of the VEHICLE, with exception for the following components:

VEHICLE frame, body panel, and components

Sheet metal, bright metal, bumpers

Moldings & trim

Upholstery, fabric, carpeting

Rubber body parts, glass and glass assemblies, weather stripping, tubing, body seals and gaskets, plastic and framing

Welds

Exhaust system

Diesel emissions filter elements

Evaporative emissions canister

Spark plugs and wires, glow plugs, carburetor, distributor cap/rotor

Buttons, handles, door hinges

Struts, strut bearings, mounts, and housing

Shock absorbers

Seat belts and retractors, restraint belts

Brake pads, drums, rotor, and shoes

Wheel balancing

Serpentine and V-belts, hoses

Wiper blades

Keyless entry transmitters

Remote CD changers

Winch

Battery and cables

Clock spring

Lighting, including but not limited to - lenses, light bulbs, headlight and/or tail light assemblies, LED lighting, and sealed beams

Wheels and wheel covers

Cosmetic affects, such as paint, canvas, fiberglass, vinyl, or fabric tops

CB radios

Aftermarket audio components

Friction disc, pressure plate, throw-out bearing, and pilot bearing

Catalytic converter & diesel emissions systems and components

Oil changes, tire rotations, alignment checks and adjustments, and battery replacement

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Exclusions and Provisions

The following are exclusions under this vehicle service agreement program:

1. Any COVERED BREAKDOWN or failure for which the manufacturer is responsible under its warranty or under the repairer's guarantees.
2. Any loss or expense that is the direct result of a mechanical or structural defect for which the manufacturer has publicly announced its responsibility by any means or by a recall for the purpose of correcting such defect.
3. If the odometer has stopped or has been altered or disconnected and misrepresents your VEHICLE'S actual mileage.
4. Any VEHICLE with a BRANDED TITLE, as defined in this CONTRACT.
5. Any loss or damage due to collision, falling objects, theft, attempted theft, fire, fluid contamination, larceny, explosion, malicious mischief, vandalism, riot, or civil commotion, acts of God, flood or freezing, or acts of nature and events beyond our control.
6. Misuse or abuse: negligence, modification, alteration, tampering, disconnection, improper adjustments or repairs, installation of parts not equivalent in quality and design to parts supplied by the manufacturer or add-on parts.†
7. Towing or pulling: pulling a trailer or another vehicle unless your VEHICLE is properly equipped for this purpose as recommended by the manufacturer.
8. Lack of manufacturer's required maintenance: if you fail to perform proper maintenance or customary lubrication services as recommended by the manufacturer, or by lack of required maintenance, or use of fuels, oils, and/or lubricants other than those recommended by the manufacturer.
9. Commercial use of the covered VEHICLE.††
10. For storage charges.
11. Motor tune-up and maintenance items such as oil change filters, fluids, unless required in connection with the repair of a COVERED PART.
12. Shop supplies, freight, and any additional fees not specifically authorized under this CONTRACT.
13. Failure or loosening of fasteners, hardware, connections, bolts, nuts, screws.
14. If you are renting the covered VEHICLE to another individual or entity.
15. Any repairs performed on the covered VEHICLE not specifically authorized by us via an authorization number are not covered.
16. Any claim papers received after 60 days from the authorization date will result in a claim denial.
17. Parts not specifically listed as covered under this CONTRACT are not covered.
18. Any failure or claim caused by a condition that existed prior to the purchase of this agreement.
19. Any economic loss, including loss of time, inconvenience, lodging, food, storage, or other incidental or consequential loss or damage that may result from a failure.
20. Sales tax.
21. Minor fluid seepage that does not constitute a BREAKDOWN as defined in this CONTRACT and that falls within tolerances considered normal by the VEHICLE manufacturer.
22. Any covered part if a BREAKDOWN has not occurred or if the wear on that part has not exceeded the tolerances allowed by the manufacturer but which a repair facility recommends or requires be repaired in connection with a COVERED BREAKDOWN.
23. Piston rings and intake or exhaust valves which have not sustained a BREAKDOWN but require removal of carbon deposits or other materials by grinding and/or refacing of the valves or seats and cleaning and/or replacement of the pistons and piston rings to restore engine compression or reduce oil consumption.

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LIMIT OF LIABILITY

† If the Declarations Page shows that the Liftkit/Oversized Tires option was selected, COVERAGE will be provided for YOUR VEHICLE if it has oversized/undersized tires (not to exceed 6 inches greater than manufacturer's specifications), body lifts, and suspension lifts (maximum 6-inch combined lift) installed by the dealer at time of sale. The odometer must be re-calibrated. The lifts/tires themselves and any failures caused by them are excluded.

†† If the Declarations Page shows that the Rideshare option was selected, COVERAGE will be provided for rideshare use. Any other commercial use outside of rideshare will void COVERAGE.

The aggregate limit of liability of all claims and benefits shall never exceed the J.D. Power Average Retail Value (or other independently published guide), at the time immediately preceding the BREAKDOWN. The maximum hourly labor rate for COVERED BREAKDOWNS shall not exceed the REPAIR FACILITY'S posted labor rate, or $150.00 per labor hour in the event a labor rate is not posted.

Replacement of parts and in particular certain automotive units, such as engines, transmissions, differential assemblies, and other components, may be by the use of remanufactured, rebuilt, or salvage parts of Like Kind & Quality (LKQ), meaning parts of equivalent quality, function, and specification to the failed COVERED PART.

This CONTRACT 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, whether or not caused by or resulting from breach of agreement, negligence, or other wrongful act or omission.

AGREEMENT HOLDER RESPONSIBILITIES

Read the entirety of this agreement. Check YOUR agreement for COVERAGE and familiarize yourself with its terms and conditions. All components of YOUR VEHICLE are covered under this CONTRACT except those specifically listed as excluded in the Schedule of Coverages. If a component is not listed in the exclusions, it is a COVERED PART subject to the terms and conditions herein. Verify that both personal contact information and VEHICLE information is correct & accurate at the time of underwriting this policy. Immediately contact the ADMINISTRATOR, listed on the DECLARATIONS PAGE, if any information is incorrect.

Vehicle Maintenance Requirements

YOU must ensure that YOUR VEHICLE maintenance is performed as recommended by YOUR VEHICLE manufacturer.

Maintain all VEHICLE fluid levels as recommended by YOUR VEHICLE manufacturer.

Maintain all service records of YOUR VEHICLE as WE may require and request copies to accurately determine eligibility for COVERAGE under this CONTRACT.

If YOU perform YOUR own maintenance, YOU must maintain a written log of dates, mileage readings, supplies, and a detailed description of each service performed.

YOUR claim may be denied if YOU fail to produce maintenance records, logs and receipts.

YOU must ensure that WE issue an authorization to proceed with repairs to qualify for COVERAGE. ANY REPAIRS COMPLETED WITHOUT OUR PRIOR AUTHORIZATION WILL NOT QUALIFY FOR COVERAGE.

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INSTRUCTIONS IN THE EVENT OF A BREAKDOWN

Be sure the covered VEHICLE is protected from further damage. Take immediate action to prevent further damage to your vehicle. Contact the roadside assistance number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE to request a tow.

Take YOUR VEHICLE to any ASE-certified REPAIR FACILITY of YOUR choosing. Contact the ADMINISTRATOR via the claims phone number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE. Be ready with YOUR Contract ID or VIN for the fastest resolution time.

Prior to proceeding with repairs, ensure that the REPAIR FACILITY contacts the ADMINISTRATOR and obtains authorization to proceed with the repair. **IMPORTANT: REPAIRS COMPLETED WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR WILL NOT BE COVERED UNDER THIS CONTRACT.**

Pay the applicable DEDUCTIBLE and all charges for service not covered by this CONTRACT. Diagnostic fees incurred in connection with an approved claim are covered under this CONTRACT. NOTE: YOU are responsible for authorizing TEARDOWN of YOUR VEHICLE by the REPAIR FACILITY to determine the cause of failure.

RENTAL CAR & RIDESHARE PROVISIONS

Rental Car Coverage: COVERAGE for rental car reimbursement is limited to $100.00 per day up to an aggregate of $300.00 per claim. The claim must be authorized, the repair must require a minimum of 4 hours of labor time, and YOU must furnish rental car receipts for reimbursement.

Rideshare Coverage: In lieu of rental car COVERAGE, YOU may elect to utilize rideshare services, up to $60 per day with $300 in aggregate limit per claim. Limited to authorized claims with at least 4 hours of labor time.

ROADSIDE ASSISTANCE

YOUR contract includes emergency roadside service available 24 hours a day, 365 days per year. There is no DEDUCTIBLE applicable. The maximum amount per service instance is $100.00. YOUR benefits include:

• Towing Services — Limited to 1 service every 72 hours.
• Emergency Tire Services — Limited to 1 service every 72 hours; covers changing an inflated spare tire only.
• Lockout Service — Limited to 1 service every 72 hours; does not include costs related to issuing new keys.
• Dead Battery Service — Limited to 1 service every 72 hours.

CONTRACT TERM & ELIGIBILITY

COVERAGE is effective only when BOTH of the following conditions have been satisfied from the POLICY EFFECTIVE DATE and ODOMETER reading listed on the DECLARATIONS PAGE: (a) the waiting period in calendar days has elapsed; AND (b) the VEHICLE odometer has accumulated at least the waiting period mileage. Both conditions must be satisfied simultaneously.

This CONTRACT has a fixed term. COVERAGE expires automatically on the CONTRACT EXPIRATION DATE or upon the VEHICLE odometer reaching the CONTRACT EXPIRATION MILEAGE, whichever occurs first. No renewal of coverage will occur after expiration.

This CONTRACT is not cancellable by the ADMINISTRATOR solely due to non-payment after the TOTAL CONTRACT PRICE has been paid in full.

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CANCELLATION

1. YOU may cancel this CONTRACT by contacting the ADMINISTRATOR, in writing or via phone, using the mailing address or customer service number listed in the CONTACT INFORMATION section of the DECLARATIONS PAGE.

a. If cancelled within 30 days of purchase and no claim has been filed, the ADMINISTRATOR shall issue a full refund of the TOTAL CONTRACT PRICE to the CONTRACT HOLDER.

b. If cancelled after more than 30 days have elapsed from the POLICY EFFECTIVE DATE, the refund will be calculated as follows: the TOTAL CONTRACT PRICE multiplied by one minus the greater of (i) the number of days elapsed since the POLICY EFFECTIVE DATE divided by the total number of days in the CONTRACT PERIOD, or (ii) the number of miles accumulated since the POLICY EFFECTIVE DATE divided by the total CONTRACT EXPIRATION MILEAGE. Claims paid and the cancellation fee will be deducted from the unearned amount.

Example: TOTAL CONTRACT PRICE = $2,000. CONTRACT PERIOD = 3 years / 36,000 miles. Cancellation occurs after 1 year (33.3%) and 15,000 miles (41.7%). Greater consumption = 41.7%. Unearned = $2,000 × (1 − 0.417) = $1,166.00. Less claims ($200) and cancel fee ($75) = refund of $891.00.

2. The ADMINISTRATOR reserves the right to terminate this CONTRACT in the event of misrepresentation by YOU during the contract purchase, misrepresentation by YOU when filing a claim, or if YOUR VEHICLE is discovered to have been modified in a way contrary to the recommendations of the VEHICLE manufacturer.

DISPUTE RESOLUTION PROCEDURE

If YOU disagree with a claims decision made by the ADMINISTRATOR, YOU may request an internal review before pursuing any other remedy available under this CONTRACT. To request an internal review, YOU must contact the ADMINISTRATOR in writing using the contact information listed on the DECLARATIONS PAGE within 30 calendar days of receiving notice of the disputed decision. YOUR written request must include:

(a) YOUR Contract ID or VIN;

(b) A description of the BREAKDOWN and the repair performed or proposed;

(c) A statement of the specific decision YOU are disputing; and

(d) Any supporting documentation, including repair facility estimates, inspection reports, or maintenance records.

The ADMINISTRATOR will acknowledge receipt of YOUR request within 5 business days and issue a written determination within 30 calendar days of receiving YOUR complete submission. If the ADMINISTRATOR requires additional information to complete its review, WE will notify YOU in writing within 10 business days of receiving YOUR request.

Completion of this internal review process is not a prerequisite to pursuing any other remedy available to YOU under this CONTRACT or applicable law, including arbitration. However, WE encourage YOU to utilize this process as it may resolve YOUR concern more quickly and at no cost to YOU.

TRANSFER OF AGREEMENT

1. The CONTRACT HOLDER may transfer this contract to a new vehicle owner with our approval. The decision to approve transfers is entirely within our discretion.

2. To transfer: (a) Proof of ownership change; (b) Administrative processing fee of $75.00; (c) Odometer reading at time of transfer; (d) Copies of maintenance receipts.

3. This CONTRACT may not be transferred to another VEHICLE. It may only be transferred to a private owner of the same VEHICLE.

4. YOU may not transfer this CONTRACT to a vehicle dealer or to the customer of a vehicle dealer.

5. All remaining underlying warranties must be transferred to the new owner.

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GENERAL PROVISIONS

SUBROGATION: To the extent WE make payment under this CONTRACT for a COVERED BREAKDOWN, WE shall be subrogated to all of YOUR rights of recovery against any third party responsible for causing or contributing to that BREAKDOWN, including but not limited to REPAIR FACILITIES, parts manufacturers, and other service providers. YOU agree to cooperate fully with US in the pursuit of any such recovery, to execute any documents reasonably required to perfect OUR subrogation rights, and to refrain from taking any action that would impair or prejudice those rights. YOU shall not waive, release, or settle any claim against a third party for a COVERED BREAKDOWN without OUR prior written consent. Any amounts recovered through subrogation, net of OUR reasonable costs of recovery, shall first be applied to reimburse US for amounts paid under this CONTRACT. Any surplus remaining after full reimbursement shall be returned to YOU.

ENTIRE AGREEMENT: This CONTRACT, together with the DECLARATIONS PAGE, constitutes the entire agreement between YOU and US with respect to the coverage described herein and supersedes all prior and contemporaneous representations, discussions, negotiations, and agreements, whether oral or written, relating to the subject matter of this CONTRACT. No representation, promise, inducement, or statement of intent made prior to or at the time of purchase of this CONTRACT that is not expressly set forth in this CONTRACT shall be binding upon either party. No modification of this CONTRACT shall be valid or enforceable unless made in writing and signed by an authorized representative of the ADMINISTRATOR.

SEVERABILITY: If any provision of this CONTRACT is found by a court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, it shall be severed from this CONTRACT. The invalidity, illegality, or unenforceability of any such provision shall not affect the validity or enforceability of any other provision of this CONTRACT, all of which shall remain in full force and effect. The parties agree to negotiate in good faith a replacement provision that is valid and enforceable and that achieves, to the greatest extent possible, the original intent and economic effect of the severed provision.

GOVERNING LAW: This CONTRACT shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, except to the extent that applicable state law in YOUR state of residence mandates the application of that state's law to specific provisions of this CONTRACT. Any provision of this CONTRACT that conflicts with a mandatory requirement of the law of YOUR state of residence shall be deemed modified solely to the extent necessary to comply with that requirement, and all other provisions shall remain in full force and effect.

MISREPRESENTATION AND FRAUD: This CONTRACT is issued in reliance upon the accuracy and completeness of the information provided by YOU at the time of purchase, including but not limited to the VEHICLE information, odometer reading, and disclosure of any known pre-existing conditions. If YOU have made any material misrepresentation, omission, or fraudulent statement in connection with the purchase of this CONTRACT or the filing of any claim hereunder, this CONTRACT shall be void from its inception as if it had never been issued, and WE shall have no obligation to pay any claim or provide any benefit under this CONTRACT. In such event, WE shall refund to YOU any amounts paid for this CONTRACT, less any claims paid on YOUR behalf prior to discovery of the misrepresentation or fraud. For purposes of this provision, a misrepresentation is material if it would have caused US to decline to issue this CONTRACT, to issue it on different terms, or to price it differently had the accurate information been known at the time of purchase.

NO THIRD-PARTY BENEFICIARY: This CONTRACT is entered into solely for the benefit of the CONTRACT HOLDER named on the DECLARATIONS PAGE. Nothing in this CONTRACT, express or implied, is intended to or shall confer upon any other person or entity — including but not limited to any REPAIR FACILITY, parts supplier, lender, lienholder, or other third party — any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this CONTRACT. The REPAIR FACILITY's authorization to perform repairs under this CONTRACT does not create any direct right of payment or contractual relationship between the REPAIR FACILITY and the OBLIGOR or ADMINISTRATOR.

OTHER COVERAGE — WARRANTY PRIMACY: This CONTRACT is intended to provide coverage that is excess to any manufacturer's warranty, dealer warranty, certified pre-owned warranty, or any other service contract or extended warranty that covers the same COVERED PART for the same BREAKDOWN. If a COVERED BREAKDOWN occurs while any such warranty or other coverage remains in effect for the affected COVERED PART, YOU must first pursue that warranty or coverage to its fullest extent before submitting a claim under this CONTRACT. WE will not authorize or pay any claim for a COVERED BREAKDOWN that is eligible for coverage under an existing warranty or other service contract, regardless of whether YOU have elected to pursue that coverage. YOU are responsible for notifying the ADMINISTRATOR of any applicable warranties or other coverage at the time of submitting a claim. If WE pay a claim that is subsequently determined to have been covered by an existing warranty or other coverage, WE shall be entitled to recover those amounts from the responsible warranty provider, and YOU agree to cooperate with US in any such recovery effort.

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STATE-SPECIFIC ADDENDUMS

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Payment Agreement

PAYMENT OPTION SELECTED (as indicated on the DECLARATIONS PAGE):

OPTION A — PAID IN FULL

Total Contract Price	
Payment Date	
Payment Method	

If Option A is selected, the TOTAL CONTRACT PRICE is paid in full at the time of purchase. No recurring payments are required.

OPTION B — INSTALLMENT PAYMENT PLAN (MEPCO)

Payment Plan Provider	SING For Service, LLC a/k/a Mepco
Service Contract #	

BUYER
Name:
Address:
City, State, Zip:
Phone:
Email:

SELLER
Name:
Address:
City, State, Zip:
Phone:
Salesperson:

Administrator: MBA Financial, LLC — Contract Effective as of:

If Option B is selected, YOU authorize SING For Service, LLC ("MEPCO") to collect installment payments. Payment Processing Center: Mepco, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603. Phone: 800-397-6767.

PAYMENT SCHEDULES

Down Payment	
Installment Payment Amount	
Payment Schedule & Due Dates	

Late Charge: If you do not make your full installment payment within five (5) days of its scheduled due date, you will pay a late charge of the lesser of $10.00 or 5% of the part of the payment that is late. Some states have 10-day or 15-day grace periods — see the State-Specific Addendum for YOUR state.

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PAYMENT AUTHORIZATION

You hereby authorize MEPCO to make consecutive charges to your credit/debit card or bank account listed below, in the amounts and at the times disclosed in the Payment Schedule above (plus late charges and returned payment charges, if any).

Credit Card Authorization

Card Number: ************_   Exp. Date: ______

Bank Account Direct Debit

Financial Institution: __________
Routing #: __________ Account #: __________
Checking ____ or Savings ____

NOTICE TO BUYER

1. Do not sign this Agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of this Agreement. 3. You have the right to cancel the Service Contract at any time subject to the cancellation terms herein. 4. Keep this Agreement to protect your legal rights.

BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION BELOW, AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

PURCHASER	**SELLER**
X	X
Signature Date	Signature Date

In accordance with the terms and conditions of the agreement between Seller and Mepco (if Option B is selected), Seller hereby assigns its right, title and interest in this Payment Agreement to MEPCO, 10 S. LaSalle St., Suite 2310, Chicago, IL 60603.

ADDITIONAL TERMS AND CONDITIONS

AUTHORIZATION (OPTION B ONLY): If YOU selected the Installment Payment Plan, YOU agree that MEPCO may collect installment payments from YOU according to the Payment Schedule above. If YOU selected the Paid in Full option, this Authorization section does not apply.

LATE CHARGE AND RETURNED PAYMENT CHARGES (OPTION B ONLY): YOU agree to pay the late payment charges and returned payment charges described in the Payment Schedules section above and the State-Specific Addendum applicable to YOUR state of residence. Returned payment charges for most states are Twenty-Five Dollars ($25.00); see the State-Specific Addendum for state-specific amounts.

YOUR RIGHT TO CANCEL; ASSIGNMENT OF RIGHTS (OPTION B ONLY): You have the right to cancel the SC at any time in accordance with the CANCELLATION section of this CONTRACT. If you exercise the right to cancel, you agree to send written notice of the cancellation to the ADMINISTRATOR and to MEPCO. You authorize MEPCO to direct the ADMINISTRATOR to cancel the SC if MEPCO does not receive any installment payment within ten (10) days of the scheduled payment date, as applicable law allows.

OUR RIGHT TO CANCEL (OPTION B ONLY): If YOU fail to make any installment payment when due (default), after notice and any right to cure required by applicable law, MEPCO has the right to cancel the SC and take any action permitted by law to collect what YOU owe, if any. Upon cancellation, any refund will be calculated per the CANCELLATION section of this CONTRACT and applied first to any outstanding balance owed to MEPCO.

POWER OF ATTORNEY (OPTION B ONLY): In the event YOU default under the installment payment terms and if allowed by applicable law, YOU hereby irrevocably appoint MEPCO as YOUR attorney-in-fact with respect to the SC until all amounts payable are paid in full, with the powers described in the month-to-month Payment Authorization Agreement form used by MEPCO.

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ADDITIONAL TERMS AND CONDITIONS (continued)

ACCEPTANCE, RATIFICATION AND ACCURACY: This Agreement shall be effective when signed by YOU and US. YOU may not modify the preprinted terms of this Agreement. The purchase of this CONTRACT is not required to obtain financing for a VEHICLE.

SERVICING AND COLLECTION CONTACTS (OPTION B ONLY): By providing your wireless (cell) telephone number, you expressly consent to receiving telephone calls from MEPCO and any assignee of this Agreement concerning your installment payments. Live calls and automated or prerecorded calls may be made as permitted by applicable law. We do not charge you for such calls.

ENTIRE AGREEMENT: This Agreement, together with the SERVICE CONTRACT and DECLARATIONS PAGE, constitutes the entire agreement between YOU and US. No oral changes to the terms of this Agreement are binding.

GOVERNING LAW; ARBITRATION: This Agreement is governed in accordance with the laws of the State of Florida and applicable federal law. Each provision in this Agreement includes the arbitration provision set forth below. By signing this Agreement, YOU agree to be bound by the arbitration provision.

NOTICE: ANY HOLDER OF THIS CONSUMER CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER.

ARBITRATION PROVISION

This Arbitration Provision significantly affects your rights in any dispute with us. Please read this Arbitration Provision carefully before you sign this Agreement.

EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT. IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP CERTAIN RIGHTS THAT MAY BE AVAILABLE IN COURT, INCLUDING OUR RIGHT TO A TRIAL BY JURY. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OF ANY CLASS CLAIM YOU MAY HAVE AGAINST US.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to this Agreement or any resulting relationship shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action.

You may choose the applicable rules of either the American Arbitration Association ("AAA") or another arbitration organization, subject to our approval. We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law. This Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. 1 et seq.). The arbitrator's award shall be final and binding on all parties.

If any part of this Arbitration Provision, other than the Class Action Waiver, is found unenforceable, the remainder of this Arbitration Provision shall be unenforceable. This Arbitration Provision shall survive termination of this Agreement.

STATE LAW DISCLOSURES

OHIO: If you reside in Ohio, the following disclosure applies: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

For all other state-specific disclosures, please refer to the State-Specific Addendum accompanying this CONTRACT.

SAMPLE
NOT A CONTRACT

VEHICLE PROTECTION

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Claims
Roadside
Member Services