

**PAYMENT PLAN AGREEMENT**

Contract No. \_\_\_\_\_

<u>PURCHASER INFORMATION</u>	
Name:	_____
Address:	_____ _____
City:	_____
State:	_____ Zip: _____
Phone:	_____
E-mail:	_____

<u>PAYMENT PLAN TERMS</u>	
Plan Purchase Price	_____
Total Sales Price (includes applicable sales tax)	_____
Down Payment (includes applicable sales tax)	_____
Balance of Sales Price	_____
Number of Payments	_____
Amount of Each Payment	_____
Monthly Payment Date (from sale date)	_____
Final Payment Date	_____

This Payment Plan Agreement ("Agreement") is between Purchaser and AMT Warranty Corp. ("AMT"). Purchaser has purchased a service contract ("Contract") from Seller (as defined) that is issued through AMT. For purposes of this Agreement, Seller shall mean a designated marketing affiliate of AMT located at 2200 Highway 121, Suite 100, Bedford, Texas 76021; Phone 877-265-6708. This Agreement is made to enable Purchaser to pay the Contract pursuant to an installment payment program.

**Authorization for Credit Card Payment**

The Balance of Sales Price may be paid by Purchaser through, and Purchaser hereby authorizes AMT to process, the applicable number of consecutive monthly charges using Purchaser's credit card account listed below, in the amounts and on the dates disclosed under the Payment Plan Terms, until such time as the Balance of Sales Price, together with the applicable charges described on page 2 hereof (the "Applicable Charges"), are fully paid, or until such time as AMT has received written notification of termination from Purchaser in time to allow reasonable opportunity to act on it.

XXXX -XXX -XXXX -  
Credit Card Number

XX/XX  
Expiration Date (MM/YY)

\_\_\_\_\_  
Type of Card (MC, Visa, AMEX, Discover)

I authorize charges to my credit card account for payment of the Balance of Sales Price together with all Applicable Charges in accordance with this Agreement.

Please refer to the Contract for the terms and conditions regarding the Contract. In consideration of Purchaser being afforded the opportunity to pay for the Contract under the installment payment program, the Purchaser and AMT acknowledge and agree as follows: Purchaser has paid to Seller for its account in cash the down payment disclosed under "Payment Plan Terms" towards the Total Sales Price of the Contract. The Balance of Sales Price shall be paid by Purchaser to AMT. Subject to the provisions regarding cancellation of this Agreement ("Cancellation") on Page 2 hereof, Purchaser promises to pay AMT the Balance of Sales Price in accordance with the payment method selected by Purchaser from the options set forth above.

**PURCHASER SHALL HAVE THE RIGHT, AT ANY TIME, TO CANCEL THE CONTRACT BY NOTICE TO AMT ("Termination Notice") OR BY NONPAYMENT. PURCHASER SHALL HAVE NO OBLIGATION TO MAKE ANY INSTALLMENT PAYMENTS AFTER CANCELLATION.** Subject to the Cancellation provisions on Page 2 hereof, unless AMT shall previously have received a Termination Notice, (i) a late payment fee may be imposed in the amount of the lesser of 5% of the late payment or \$5.00 in respect of any payment not received by AMT within five days of the scheduled Payment Date therefore (the "Late Charge"), and (ii) in the event that any scheduled payment is not made on or before the scheduled Payment Date, as provided in the Payment Plan Terms above, AMT may, and is authorized to direct Seller to, cancel Purchaser's Contract and this Agreement at any time for nonpayment. Purchaser hereby assigns to AMT all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to cancel the Contract, receive all unearned and refund amounts under the Contract. Purchaser represents to AMT that Purchaser's decision to purchase the Contract from Seller under the payment program did not result in Seller charging Purchaser a different Total Sales Price for the Contract than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of the Contract in full at the time this Agreement was executed. The content and format of this Agreement 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 Agreement or the transaction it contemplates. **IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, YOUR CONTRACT WILL BE CANCELLED.**

Purchaser understands that the personal information regarding Purchaser that is provided by Purchaser in connection with this Agreement will not be used or shared with any party other than the parents and affiliates of AMT or for the purpose of the services provided in this Agreement and the Contract and as required or permitted by applicable law.

By signing below, I agree I have had the opportunity to review, accept, and correct any errors contained in this Agreement.

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
PURCHASER PRINTED NAME

\_\_\_\_\_  
DATE

This Agreement sets forth the terms and conditions of the payment plan authorized by Purchaser by phone or other electronic means. See page 2 for instructions to cancel.

## TERMS AND CONDITIONS

**PROMISE TO PAY:** In consideration of the sale of the Contract to Purchaser, Purchaser promises to pay to AMT the Balance of Sales Price and all Applicable Charges shown under Payment Plan Terms, subject to the provisions of this Agreement. Purchaser shall not have any right to reduce any amount owed to AMT pursuant to this Agreement for any reason whatsoever.

**CANCELLATION:** Purchaser has the right to cancel this Agreement at any time. Purchaser may cancel this agreement at any time by (i) electing not to make the next payment due pursuant to this Agreement or (ii) sending AMT a Termination Notice. In the event of an Event of Default occurs hereunder, AMT may cancel the Contract and this Agreement. After the effective date of Cancellation, Purchaser shall have no further obligation to make installments under this Agreement.

**IMPORTANT: Cancelling this Agreement does not immediately cancel your Contract; It only cancels your payment plan. Coverage under your Contract will eventually be cancelled (in accordance with the terms of this Agreement and the Contract) based on your nonpayment. However, you should contact AMT in order to immediately cancel your Contract.** Purchaser hereby assigns to AMT all of Purchaser's right, title and interest in and to the Contract, including Purchaser's rights to receive all unearned and return amounts and to assert any rights to reinstate the Contract and all proceeds thereof. In the event that Purchaser has made total payments to AMT in excess of the portion of the Total Sales Price plus Applicable Charges earned through the date of Cancellation, Seller shall refund the amount of such excess to Purchaser.

**POWER OF ATTORNEY:** Following any default hereunder, and subject to the Cancellation provisions above, Purchaser hereby irrevocably appoints AMT as its true and lawful attorney-in-fact, only for the limited purposes related to this Agreement set forth in the following sentence until all amounts payable hereunder are paid in full. AMT shall have full power under this power of attorney to (i) cancel the Contract, (ii) receive, demand, collect or sue for any amounts relating to the Contract, (iii) endorse or execute in Purchaser's name all checks issued and all other documents or instruments relating to the Contract, and (iv) take such other actions as are reasonably necessary to further the purposes of this Agreement.

**APPLICABLE CHARGES:** If any payment due hereunder is more than five days late, and except as prohibited by applicable law, Purchaser agrees to pay AMT the Late Charge. Nothing herein shall be considered to waive any default hereunder or to grant any grace period with respect to any default for failure to make any payment on the Payment Date. Notwithstanding anything herein to the contrary, in the event that any scheduled payment is not made on or before the Payment Date, AMT may, in its sole discretion, cancel the Contract and this Agreement at any time for nonpayment. Except as prohibited by applicable law, Purchaser agrees to pay to AMT (i) a fee of \$25 for each check or each debit that is dishonored by Purchaser's bank and (ii) a fee of \$25 for each credit card chargeback. Purchaser consents to the payment of all of the Applicable Charges through the applicable Payment Option.

**PREPAYMENT:** Purchaser shall have the right to prepay the entire unpaid Balance of Sales Price at anytime, without penalty or discount.

**DEFAULT:** If (i) Purchaser fails to make any payment due hereunder or to comply with any other provision hereof, (ii) Purchaser becomes the subject of any voluntary or involuntary bankruptcy proceedings, (iii) Purchaser has a receiver or trustee appointed for it or its property, or (iv) Purchaser makes an assignment for the benefit of its creditors or admits in writing that it is unable to pay its debts as they become due, an "Event of Default" shall be deemed to have occurred. Upon the occurrence of an Event of Default, AMT shall have the right to take such actions as are available to AMT at law or in equity. AMT shall be entitled to reimbursement for reasonable attorneys; fees and costs in enforcing AMT's rights hereunder.

**RELEASE:** Purchaser hereby releases and discharges AMT from any liability for damages with respect to any action taken following an Event of Default by Purchaser and shall indemnify and hold AMT harmless from any liabilities, claims, damages or causes of action in connection with any such action by AMT.

**PAYMENT AFTER CANCELLATION:** Any payment made by Purchaser after the effective date of Cancellation (or after a notice of Cancellation is mailed to Purchaser) will not result in a reinstatement of the Contract but will be applied to Purchaser's outstanding obligations, if any, under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by AMT to take steps to attempt to reinstate such Contract or constitute a waiver of any Event of Default hereunder.

**ACCEPTANCE, RATIFICATION, ACCURACY:** This Agreement shall be effective upon the mailing or emailing to Purchaser by AMT of its acceptance of this Agreement. Purchaser agrees that AMT shall have the authority to revise this Agreement to insert any provision omitted (including but not limited to the due date of the first installment) upon written notice to Purchaser. In addition, if the total payments due hereunder are increased due to underwriting considerations, AMT shall have the right, upon receipt of Purchaser's written authorization, to revise dollar amounts on the face of this Agreement. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise), to the preprinted portion of this Agreement shall render the Agreement voidable, at AMT's option.

**ASSIGNMENT:** AMT may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Agreement and the power of attorney herein described. Upon written notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim.

**WAIVERS, REMEDIES, ENTIRE AGREEMENT:** AMT'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 AMT under this Agreement is cumulative and shall not preclude AMT 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. Time is of the essence in this Agreement.

**MANDATORY ARBITRATION:** AMT and Purchaser mutually agree that (i) any one of them has the right to elect to resolve by binding arbitration: any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement or the Contract; (ii) if arbitration is chosen, it will be conducted with the American Arbitration Association (the "AAA") pursuant to the AAA's Commercial Arbitration Rules; (iii) THERE SHALL BE NO AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS; (iv) AN ARBITRATION CAN ONLY DECIDE AMT'S OR PURCHASER'S CLAIM(S) AND MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS WHO MAY HAVE SIMILAR CLAIMS; (v) ANY SUCH ARBITRATION HEARING WILL TAKE PLACE IN THE COUNTY OF TARRANT, STATE OF TEXAS; (vi) Purchaser hereby waives any obligation which it may now or hereafter have based on venue and/or forum non conveniens of any such arbitration; and (vii) this Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

**GOVERNING LAW AND VENUE:** Subject to the paragraph entitled "Mandatory Arbitration" above, this Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to applicable conflict of law principles. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement or the Contract. Any legal suit, action or proceeding against AMT arising out of or relating to the Agreement or the Contract may only be instituted in Federal or State Court in the County of Tarrant, State of Texas. Purchaser hereby waives any objection which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any such suit.

**WAIVER OF CLASS ACTION:** PURCHASER HEREBY WAIVES ANY RIGHT TO BRING ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, THE CONTRACT OR ANY MATTER ARISING IN CONNECTION THEREWITH ON A CLASS ACTION BASIS.

**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. AMT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING.

**FACTS****WHAT DOES AMT WARRANTY CORP. (AMT) DO WITH YOUR PERSONAL INFORMATION?**

<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number,</li> <li>• Transaction history,</li> <li>• Payment history,</li> <li>• Purchase history,</li> <li>• Account balances, or</li> <li>• Claim history.</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AMT chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES AMT SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

<b>TO LIMIT OUR SHARING</b>	Mail in our opt-out form (see form below). <b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
<b>QUESTIONS?</b>	Email us at: <a href="mailto:amtprivacy@amtrustgroup.com">amtprivacy@amtrustgroup.com</a>

WHO WE ARE	
WHO IS PROVIDING THIS NOTICE?	AMT Warranty Corp. and/or its subsidiaries or affiliates.
WHAT WE DO	
HOW DOES AMT PROTECT MY PERSONAL INFORMATION?	AMT maintains physical, technical and procedural safeguards that are appropriate to the sensitivity of the information collected. These safeguards are designed to protect information from loss and unauthorized access, copying, use, modification or disclosure.
HOW DOES AMT COLLECT MY PERSONAL INFORMATION?	<p>We may collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• apply for insurance/coverage,</li> <li>• pay insurance premiums/product costs,</li> <li>• file a claim,</li> <li>• give us your contact information, or</li> <li>• tell us where to send the money.</li> </ul> <p>We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies that assist us in providing service to you.</p>
WHY CAN'T I LIMIT ALL SHARING?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes — information about your creditworthiness,</li> <li>• affiliates from using your information to market to you, and</li> <li>• sharing for non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See <a href="#">Other Important Information</a> below for more on your rights under state law.</p>
WHAT HAPPENS WHEN I LIMIT SHARING FOR AN ACCOUNT I HOLD JOINTLY WITH SOMEONE ELSE?	Your choices will apply to everyone on your account.
DEFINITIONS	
AFFILIATES	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with the name "AMT" or "AmTrust" in its corporate name<sup>1</sup>; affiliated financial companies such as Wesco Insurance Company or Technology Insurance Company, Inc.; and affiliated non-financial companies such as AmTrust North America, Inc. and others.</i></li> </ul>
NON-AFFILIATES	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>AMT does not share with non-affiliates so they can market to you.</i></li> </ul>
JOINT MARKETING	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include companies such as insurance agencies with which we have a distribution agreement, marketing companies and others.</i></li> </ul>

<sup>1</sup> AmTrust Financial Services, Inc. and AMT Warranty Corp. are not affiliated with or related to AmTrust® Bank.

## Other Important Information

**California residents:** In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law. For example, we may share information with your consent or to service your accounts/products. We will limit sharing among our companies to the extent required by California law.

**Nevada residents:** Pursuant to Nevada law, we are providing you this notice, which applies to accounts with Nevada mailing addresses, to inform you that you may elect to be placed on our internal "do not call" list. If you would like to be placed on the list, please let us know by writing us at: Attn: Privacy Team, AMT Warranty Corp., 2200 Highway 121, Suite 100, Bedford, TX 76021 or by emailing us at: [amtprivacy@amtrustgroup.com](mailto:amtprivacy@amtrustgroup.com). You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101 Telephone (702) 486-3132 Email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us) to obtain further information.

**North Dakota:** To the extent that related state law applies, we will not disclose information about you to anyone other than our affiliates without your express authorization except as required or permitted by law.

**Vermont residents:** In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law. For example, we may share information with your consent or to service your accounts/products. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

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AMT Warranty Corp.  
Opt-Out Election for Consumers

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Account No/Product ID/Policy No.: \_\_\_\_\_

Code: GDirect

Mail form to:

Privacy Team  
AMT Warranty Corp.  
2200 Highway 121, Suite 100  
Bedford, TX 76021