

## NEW LEAF SERVICER AGREEMENT CHECKLIST

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- ☐ **Review and sign the SERVICE AGREEMENT (Pages 2- 12)**
- ☐ **Complete Exhibit A – Service Provider Information**
- ☐ **Review and sign Exhibit B – Manufacturer Authorizations**
- ☐ **Review and sign Exhibits C - Rate Structure**
- ☐ **Complete Exhibit F - Zip Code Coverage**
- ☐ **Attach Certificate of Liability Insurance – Exhibit G**
- ☐ **Attach completed W-9 Form - Exhibit H**
- ☐ **Sign and return ALL pages:**

Mail all pages of the original, signed document to the following address:

Service Network  
New Leaf Service Contracts, Inc  
909 Lake Carolyn Parkway Suite 900  
Irving, TX 75039

To expedite the implementation process: you may also scan the signed document and email all pages to [servicenetwork@newleafsc.net](mailto:servicenetwork@newleafsc.net). Originals must still be received by New Leaf to complete set up.

## SERVICER AGREEMENT

THIS AGREEMENT (the "Agreement", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and Between \_\_\_\_\_ ("Servicer"), and New Leaf Service Contracts, Inc. ("New Leaf"), a Delaware Inc, with offices located at 909 Lake Carolyn Parkway, Suite 900, Irving, TX 75039.

WHEREAS, New Leaf administers Service Contracts under the terms of which eligible products will be repaired or replaced to the Customer who has purchased such Service Contract.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

### A. DEFINITIONS

1. "Service Location" means the repair facilities currently used by Servicer, together with repair facilities as may be from time to time added by Servicer.
2. "Manufacturer" means an entity that manufactures products.
3. "Service Contract" means a Service Contract designed and administered by New Leaf pursuant to which eligible products will be repaired or replaced to the Customer.
4. "Products" means any products that are covered under the Service Plan.
5. "Customer" means the end user who has purchased a Service Contract.
6. "Service Order Number" or "S/O" means the number provided to Servicer by New Leaf, authorizing Servicer to perform repair work covered under the Customer's Service Contract up to the agreed upon pre- authorized limit.

### B. TERMS

The term of this Agreement ("Term") shall commence on the date of execution and shall remain in effect for a period of twelve (12) months, unless terminated earlier by Servicer or New Leaf.

1. Either party shall have the right to terminate this Agreement at any time upon providing thirty (30) days prior written notice.
2. This Agreement shall automatically renew after the expiration of the initial Term and each subsequent renewal Term for an additional twelve (12) month period, unless terminated by either party by written notice at least thirty (30) days prior to the anniversary date of any such term.
3. This Agreement may be amended or supplemented at any time by additional written agreements, which are executed by both of the parties. Neither party may assign any of its obligations hereunder without the prior written consent of the other party; provided, however, that New Leaf may assign its obligations to any affiliate of New Leaf without such consent.
4. New Leaf has the right to inspect the service capabilities, physical inventory and records of Servicer, as such records relate to the Service Contracts, from time to time during normal business hours, upon giving five (5) business days advance notice. The inspection must be scheduled through Servicer and is limited to records of service performed and inventory used on New Leaf behalf. Should the right to inspect be unreasonably withheld, the payment of claims shall be suspended until such time as New Leaf's right to inspect has been fulfilled.

### C. CONTRACTUAL RELATIONS

It is hereby understood and agreed that separate contractual relationships exist respectively between New Leaf and Servicer, Servicer and Customer, and between the Obligor under the Service Contract and Customer. Servicer hereby acknowledges that each repair order authorized by New Leaf results from a claim made under a Service Contract insured by a duly licensed insurance company ("Insurer"). Furthermore, Servicer hereby acknowledges that the

Obligations undertaken and performed by New Leaf hereunder are the true and valid obligations of Insurer. Servicer hereby agrees that any claims it may have arising out of work performed under this Service Agreement shall be the sole responsibility of Insurer and Servicer hereby waives any and all rights it may have to assert such claims against New Leaf; provided, however, that such waiver shall not apply to any claims arising directly out of the gross negligence or willful misconduct of New Leaf.

1. This Agreement defines the contractual relationship between New Leaf and Servicer.
2. The Customer will contract separately with Servicer for parts and repair services that may not be covered under the Service Contract.

#### **D. SCOPE/SERVICES**

Servicer will act as a servicer for the servicing of Products as required to support the administration of Service Contracts that New Leaf sells to Customers.

1. Servicer shall perform, in accordance with the terms of this Agreement, the work described in the Statement of Work.
2. Servicer shall perform the work within a reasonable and prudent time from receipt of the service call.
3. Servicer agrees not to subcontract any service performed for New Leaf or its Customers without New Leaf's authorization; provided, however, that Servicer may subcontract services for Products currently under manufacturer's warranty being sent to the manufacturer, or out of manufacturer's warranty products, directly supported by manufacturer's service agency. Servicer agrees that payment for services performed under the terms of this Agreement are not assignable to any third party.
4. Servicer shall represent Company and Company's Clients in a professional manner to the Customer and shall not make any representations (either direct or implied) to the Customer which are negative or defamatory in nature toward Company or its Clients. Servicer's personnel shall not willfully perform any act to damage the reputation of or detract from the Company or its Clients.
5. Service Provider will conduct a nationwide, state and local criminal background check on any employee, agent, contractor or subcontractor (each a "Servicer Representative") who will enter a customer's home. Servicer shall only permit Servicer Representatives to enter a Customer's home on behalf of Company (i) who do not have any record of a theft related conviction, sex related conviction, conviction for a crime violent in nature or a felony drug related conviction; (ii) for which Servicer has performed a Social Security Number verification; (iii) for which Servicer has completed an Employment Eligibility verification (I-9) form; and, (iv) who does not appear on the comprehensive list of terrorists and groups identified under Executive Order 13224 as amended and updated from time to time and located at: <http://www.treasury.gov/offices/enforcement/ofac/programs/terror/terror.pdf> (see this link for further information).

#### **E. INVOICE PROCEDURE AND PAYMENT TERMS**

Servicer shall submit invoices at least Bi-Weekly to New Leaf for payment in accordance with the specifications set forth in ***Exhibit I ("Servicer Invoice Requirements")***. Invoices shall be for work that has been completed no more than thirty (30) days prior to the date of the invoice. Claims not submitted within thirty (30) days will be rejected without further consideration for payment.

In the event the submitted invoice is denied or rejected, (other than failure to file within 30 days from completion) then Servicer shall have thirty (30) days from the denial date to resubmit claim to New Leaf for payment processing. Servicer and New Leaf agree to issue a check when any service related invoice was paid in error within thirty (30) days from the date Servicer and New Leaf agree an error has occurred.

Any amounts held by New Leaf that are not the property of New Leaf may be applied by New Leaf to any amounts due to New Leaf from Servicer with written notification and justification of amount offset. The offset process will not proceed if New Leaf receives within ten (10) days a written notification from servicer that provides a detailed objection establishing doubt to right of offset process.

## **F. TAXES**

The prices provided herein do not include federal, state, or local taxes, now or hereafter levied, applicable to the work and/or parts required to complete the work. In those instances in which Servicer has a legal obligation to collect the same, Servicer will add such tax or taxes to the corresponding invoice. Any tax charged by Servicer, for which there was no legal obligation, shall be refunded within sixty (60) days of actual knowledge of such non-obligation or offset by New Leaf. Any taxes due Servicer not included on invoice will be submitted to New Leaf within sixty (60) days of invoice date. The repair or replacement of a Product is never to exceed the original purchase price, located on the Service Order, without authorization from New Leaf. Taxes will only be paid in states where it is applicable, as outlined in *Exhibit H (New Leaf Tax Exemption States)*. When a Service Order is generated for repair or replacement, and the total exceeds the original purchase price of a Product, New Leaf will be deemed responsible only for taxes in states where applicable.

## **G. ITEMS NOT REIMBURSABLE**

**The following items are not eligible for reimbursement:**

1. Repair of failures in which the Products or cause of failure are not covered by the Service Contract. {Diagnostic rate included in *Exhibits C & D ("Rate Structure & Pre-Authorization Limits")*}
2. Modifications, recalls or other claims that are or will be paid to Servicer, all or in part, by manufacturers, distributors, dealers, Customers or any other source.
3. Failures or damages that were caused by any neglect, improper procedures or lack of care on the part of Servicer or Customer, while in the process of transportation, storage or repair of the Product.
4. Parts, labor and shipping covered by manufacturer's warranty or any other available warranty.

## **H. PRODUCT AND SERVICE WARRANTY**

### **Servicer obligations:**

Servicer shall warrant labor performed and parts replaced under this Agreement for ninety (90) days from the date the work was completed and the Product was returned to the Customer's possession. If the unit experiences the same problem, and failure of the same part(s), with the unit within ninety (90) days of completion of repair, the repair will be treated as a recall and will be repaired by Servicer at no additional part or labor cost to the Customer or New Leaf. New Leaf will be billed only for additional parts needed to repair the Product.

The Service Provider agrees to receive full authorization and an approval from New Leaf for repairs and replacements greater than the Service Providers call-in limit, prior to beginning the repair or replacement work. In the event that Service Provider fails to receive full authorization from New Leaf for repairs and replacements greater than Service Providers call-in limit, New Leaf will refuse payment of any invoice submitted by Service Provider.

The Service Provider understands that work that is not approved or authorized by New Leaf will not be paid. Furthermore, Service Provider understands that only with a signed service ticket can the customer be held liable for payment for services rendered. With the exception of deductible/service fees and non-covered items, the Service Provider shall not seek payment in excess of the amount approved/authorized by New Leaf. Service Provider agrees that in no event will Service Provider file, or cause to be filed, any lien of any kind on the property of a New Leaf customer as a result of any dispute between Service Provider and New Leaf regarding any invoice or claim for payment submitted to New Leaf by Service Provider.

Service Provider specifically acknowledges that it will not bring legal action or any other proceeding against Company to collect on expired claims.

**NEW LEAF obligations:**

**During the terms of this Agreement, New Leaf agrees to:**

1. Pay Servicer for invoices and claim forms as specified by New Leaf policies in effect at the time service was performed according to rates in *Exhibit C*. These rates shall remain in effect for one (1) year, with a review period thirty (30) days prior to the expiration. If New Leaf or Servicer requests no review during such thirty (30) day period, or no dispute arises with respect to such Pricing Schedule, then the Pricing Schedule will automatically renew annually.
2. Claims submitted electronically through [www.trynewleaf.com](http://www.trynewleaf.com) will be processed for payment or rejection notification provided to Servicer within thirty (30) days after receipt of claim.  
Any claim not submitted through [www.trynewleaf.com](http://www.trynewleaf.com) will incur a five dollar (\$5) processing fee, which will be deducted from the claim payment.
3. Pay freight costs for returning salvage units to location specified by New Leaf.
4. New Leaf and Servicer agree that when a dispute occurs over manufacturer's warranty coverage, Servicer will accept the warranty information submitted by New Leaf, as provided to New Leaf by the manufacturer. New Leaf agrees that in the event Servicer subsequently determines the manufacturer's warranty information submitted by New Leaf to be incorrect, Servicer will receive payment from New Leaf for all claims that were unpaid as a result of the erroneous information.

**I. INSURANCE**

During the Term of this Agreement, Servicer shall carry and maintain, at its sole cost and expense, the insurance listed in *Exhibit F ("Insurance Provision and Certificate of Liability Insurance")*. In the event that on-site service is added to this contract, Servicer insurance shall provide coverage for the acts of any employees, agents, subcontractors, or other parties sent by Servicer to repair products on behalf of New Leaf. All policies evidencing Servicer insurance shall specify New Leaf as an additional insured and an endorsement that the insurer(s) will give to New Leaf and its designees at least thirty (30) days advance written notice of any change, cancellation, termination or lapse of said insurance. Servicer shall deliver to New Leaf evidence of Insurance at least fifteen (15) days prior to the time the Servicer Insurance is first required and upon renewals at least fifteen (15) days prior to the expiration of any such insurance coverage.

Before commencing the repair work, and as a condition precedent to any payment, the Servicer shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit. This insurance will provide a defense and indemnify New Leaf Service Contracts, Inc ("New Leaf"), but only with respect to liability for bodily injury, property damage and personal injury caused in whole or in part by the Servicer's acts or omissions or the acts or omissions of those acting on the Servicer's behalf.

Proof of this insurance shall be provided to New Leaf before the work commences, as set forth below. To the extent that the Servicer subcontracts with any other entity or individual to perform all or part of the Servicer's work,

the Servicer shall require the other Sub-Servicers to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Servicer. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by New Leaf of Servicer's or the Sub-Servicer's insurance obligations set forth herein. In the event that the insurance company(ies) issuing the policy(ies) required by this Exhibit deny coverage to New Leaf, the Servicer or the Sub-Servicer will, upon demand by New Leaf, defend and indemnify New Leaf at the Servicer's or Sub-Servicer's expense.

## **MINIMUM LIMITS OF LIABILITY**

The Servicer must maintain the required insurance with a carrier rated A- or better by A. M. Best. The Servicer shall maintain at least the limits of liability as set forth below:

Commercial General/Contractual Liability Insurance covering all operations required to complete the repair work and include coverage for damage to property being worked on by Servicer.

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate

\$2,000,000 Ongoing & /Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$500,000 Each Accident

\$500,000 Each Employee for Injury by Disease

\$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial Liability coverages)

\$1,000,000 occurrence/aggregate

Bailee Insurance Coverage

\$250,000 minimum (If the unit is lost, fire, water damage etc.)

The Contractual Liability Insurance coverage shall insure the performance of the contractual obligations assumed by Servicer under this Agreement including specifically, but without limitation thereto, the indemnity clause stated below:

Servicer shall indemnify, defend, and hold harmless New Leaf, its subsidiaries, affiliates, officers, employees, insurers, obligors and agents, from and against any and all claims and demands of any nature whatsoever (including, without limiting the generality of the foregoing, claims for consequential damages, loss of profits and damage to property of New Leaf or their Customers), including reasonable costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever or damage to property of any kind caused in whole or in part by the acts or omissions of Servicer, any subcontractor, or any other person directly or indirectly employed by them while engaged in the performance of the work described in this Agreement.

### **Additional Insured Status and Certificate of Insurance**

New Leaf along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Servicer's and any Sub-Servicer's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by New Leaf is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Servicer, the Sub-Servicer or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.



To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of New Leaf and this clause shall apply to New Leaf and its officers, agents and employees, with respect to all repairs during the policy term.

Prior to commencement of work, Servicer shall submit a Certificate of Insurance in favor of New Leaf and an Additional Insured Endorsement (in a form acceptable to New Leaf) as required hereunder. The Certificate shall provide for thirty (30) days' notice to New Leaf for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to New Leaf upon request.

#### **NO LIMITATION ON LIABILITY**

With regard to any and all claims against the additional insured by any employee of the Servicer, anyone directly or indirectly employed by the Servicer or anyone for whose acts the Servicer may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Servicer under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **CANCELLATION, RENEWAL AND MODIFICATION**

The Servicer shall maintain in effect all insurance coverages required under this Agreement at the Servicer's sole expense and with insurance companies acceptable to New Leaf until final completion and acceptance of the entirety of all the Servicer's Work; or longer if so provided in the Agreement such as with respect to completed operations coverage. Certificates of insurance showing required coverage to be in force must be delivered to New Leaf prior to commencement of Servicer's Work. In the event the Servicer fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the contract, entitling New Leaf, at its sole discretion, to purchase such equivalent coverage as desired for New Leaf's benefit and charge the expense to the Servicer, or, in the alternative, exercise all remedies otherwise provided in the contract, or as permitted by law or equity.

#### **J. CONFIDENTIALITY**

During the term of the Agreement and for a period of one (1) year after its termination, Servicer and New Leaf agree that neither party shall, without the prior express written permission of the other party, disclose, in whole or in part, directly or indirectly, orally or in writing, or by any electronic or magnetic medium or communication or storage, the contents of this Agreement including, but not limited to, a description of the services to be performed by Servicer hereunder and the pricing with respect thereto; nor shall either party disclose the names, addresses, or telephone numbers of any employee, officer or agent of the other. Both parties agree, during the term of this Agreement and for a period of one (1) year thereafter, to keep in strict confidence each other's confidential information and trade secrets which, for the purposes of this Section of this Agreement, shall embrace and include work content, Customers, relationships, or other data that could be used by third parties to the disadvantage of either Servicer or New Leaf. This section shall survive termination of this Agreement. Notwithstanding the forgoing, however, Servicer acknowledges that the insurance companies underwriting New Leaf's service contract programs have been granted certain audit rights by New Leaf. Servicer hereby agrees that the existence and the content of this Agreement may be disclosed to such underwriters in conjunction with any such audit. New Leaf agrees that the existence and content of this Agreement may be disclosed as required by law, applicable securities regulators and or any governmental authority. Confidential information shall not include information already known to the other party and information in the public domain.

#### **K. INDEMNIFICATION**

THE SERVICE PROVIDER WILL INDEMNIFY AND HOLD NEW LEAF, ITS INSURERS, ITS AFFILIATES, SUBSIDIARIES, AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, AND TRUSTEES HARMLESS FOR ANY LIABILITY, LOSS, LIENS, EXPENSE, CAUSE OF ACTION, SUITS, CLAIMS, JUDGEMENTS, AND ATTORNEY'S FEES AND COSTS ARISING OUT OF, OR IN CONNECTION WITH SERVICE PROVIDER'S PERFORMANCE AND/OR BREACH OF THIS AGREEMENT, FAILURE OF A PART INSTALLED, FAILURE OF SERVICE PERFORMED OR FAULTY SERVICE, AND COSTS IN ANY WAY ASSOCIATED WITH THE COST OF REMOVING, BY LEGAL PROCESS IF NECESSARY, ANY LIEN IN

THE EVENT THAT SUCH LIEN WAS FILED AND/OR PERFECTED BY SERVICE PROVIDER IN ERROR, INACCURATELY, OR AS A RESULT OF A DISPUTED REPAIR OR WORK BY SERVICE PROVIDER, OR SERVICER'S VIOLATION OF ANY GOVERNMENTAL LAWS; OR SERVICERS FAIL TO COMPLY WITH THE PROVISIONS OF SECTION F (TAXES).

## **L. STATEMENT OF WORK**

### **1. Initial S/O Authorization**

Servicer must obtain a New Leaf S/O before commencing repairs. This S/O is authorization to complete repairs at or less the Pre-Approved amounts listed in **Exhibit D** provided, however, that Servicer agrees to inform New Leaf before commencing any repair where present repair cost, including any pre-approval amounts where applicable, will exceed 80% of original purchase price of Product, or where original purchase price of Product is less than repair cost. In the event that Service Provider fails to receive full authorization from New Leaf for repairs and replacements greater than the Service Providers call-in limit, New Leaf will refuse payment of any invoice submitted by Service Provider. The invoice will clearly state type of work performed, an itemized list of any parts used, the S/O number from New Leaf and all other information required in **Exhibit I**. Servicer also agrees to obtain the Customer's signature on the invoice and provide a copy of this same invoice to the Customer.

### **2. Additional Authorization**

Servicer is authorized for a total repair not to exceed the Pre-Approved amount as listed in **Exhibit D**, (parts and labor combined) with S/O authorization initiated from New Leaf. Any repairs exceeding this amount must receive additional authorization from New Leaf. New Leaf will provide two (2) methods to obtain this approval; authorization call-in number and email address.

### **3. Recall**

Servicer shall warrant labor performed and parts replaced under this Agreement for ninety (90) days from the date the work was completed and the Product was returned to the Customer's possession. If the Product experiences the same problem, and failure of the same part(s), with the unit within ninety (90) days of completion of repair will be treated as a recall and will be repaired by Servicer at no additional part or labor cost to the Customer or New Leaf. New Leaf will be billed only for additional parts needed to repair the Product. In addition, New Leaf reserves the right to obtain alternate service. If New Leaf determines that the original repair was negligent on the part of Servicer as specified in the Service Agreement, New Leaf will be reimbursed for the original repair cost from Servicer. Part(s) must be warranted for ninety (90) days, or for the length of the Manufacturer's warranty, whichever is longer.

### **4. Consumer Complaint**

Servicer agrees to inform New Leaf of any consumer complaint filed with any regulatory agency or any litigation filed by the Customer against Servicer immediately upon receipt of any such complaint.

### **5. Service Description**

Servicer agrees to perform the necessary repairs authorized by New Leaf to restore the equipment to original working condition, which will be of equal or superior quality to the original manufacturer's specifications. Servicer agrees to use parts of equal or superior quality to the OEM's specifications. Servicer shall notify New Leaf if shipment of part(s) to the Customer is necessary. In all situations, Servicer will obtain verification of the manufacturer's warranty (including parts, labor and trip coverage) and/or manufacturer's recall before service is conducted, regardless of the notification on the S/O. In addition, Servicer will confirm the make, model and serial number of the unit being serviced.

#### **1. On-site**

For purposes of this SOW, "on-site" service shall include labor (labor is defined as all labor and trip) and parts for the repair of equipment at the point where the Customer is located. A service call for labor only may be authorized and dispatched when on-site diagnostics must be performed or when repairs do not require parts. Servicer will procure necessary part(s) and coordinate with a field technician to perform the service call.



## **2. Carry-in**

For purposes of this SOW, carry-in repair encompasses service performed at a Service facility in which the Customer "carries" their product to the service facility through his/her own methods. Servicer agrees to maintain repair facility in a clean, orderly, and sanitary condition suitable for facilitating transactions with New Leaf Customers. Servicer shall assume all legal responsibilities for safeguarding, insuring, and returning all equipment entrusted to Servicer by the owners of the equipment. Servicer shall comply with all applicable federal, state, county, and local laws, ordinances, and regulations associated with operating and maintaining said repair facilities. Servicer shall ensure proper working order of equipment before closing the service call.

## **3. Depot**

For purposes of this SOW, depot repair encompasses service performed at a depot facility in which the customer "carries" their product to the service facility through their own methods. Depot agrees to maintain repair facility in a clean, orderly, and sanitary condition suitable for facilitating transactions with New Leaf Customers. Depot shall assume all legal responsibilities for safeguarding, insuring, and returning all equipment entrusted to Depot by the owners of the equipment. Depot shall comply with all applicable federal, state, county, and local laws, ordinances, and regulations associated with operating and maintaining said repair facilities. Depot shall ensure proper working order of equipment before closing the service call.

## **4. Shipping**

Servicer agrees to utilize the most competitive shipping methods including Federal Express, Airborne, and UPS. New Leaf and Servicer must approve all other carriers. Shipping costs, for shipping to manufacturer service facility, are addressed in Exhibits D and E ("Rate Structure").

## **5. Parts Procurement**

Servicer will maintain purchase records for parts, and these records will be made available upon request to New Leaf, on a confidential basis. Servicer will retain replaced parts for thirty (30) days after performing the work, unless Manufacturer, State, or Federal law requires disposition of the parts. In the event of a core exchange, Servicer is responsible for shipping and tracking the return of said core to the parts vendor, or any other New Leaf account held Parts Distributor. If Parts Distributor, fails to receive exchange core New Leaf may hold or deduct the full core cost from future claim(s). Servicer will be responsible for all core parts returns to parts provider related to service repairs requested by New Leaf. New Leaf will not be responsible for any penalties relating to delays in returned parts. Part Mark-Up for Truck Stock Parts are listed on the attached rate sheet.

## **6. Exclusions**

Servicer will not submit invoices to New Leaf for repairs needed as a result of any of the following excluded items:

Any loss or damage resulting from: pre-existing conditions (means a condition that within all reasonable mechanical probability relates to the mechanical fitness of the covered merchandise, prior to contract issuance); improper installation of components or peripherals; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; dropped product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to cabinetry, attachments; theft, abuse, misuse, neglect, vandalism, or environmental conditions (fire, floods, corrosion, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions); software and software-related problems; losses on any component(s) never covered by a manufacturer's warranty; any damage to recording media including any program; data or setup resident on any mass storage devices such as hard drives, CD-ROM devices, floppy diskettes, tape drives or tape backups as a result of the malfunctioning or damage of an operating part; failure resulting from normal wear and tear; reception and transmission problems resulting from external causes. Other exclusions include, but are not limited to: any repair covered by a manufacturer's warranty; recall or rework, regardless of the manufacturer's ability

to pay for such repairs; damage resulting from computer viruses; burned-in phosphor in CRT's; products with removed or altered serial numbers; consumables such as bulbs, filters, batteries, toner, ribbons, drums, developer, or ink cartridges print heads; cosmetic or structural items; cables, cords, and connectors; hinges, latches, paper trays. Component(s) never covered by a manufacturer's warranty; damage, warping or rusting of any kind in the housing, case or frame of the product or any non-operating part, including plastic, or decorative parts; loss of data or for loss of use during the period the product is at a repair facility or otherwise awaiting parts; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the year 2000 and beyond. The Customer is responsible for backing up all software prior to commencement of any repair. This plan does not cover restoring software to the Customer's product. Under no circumstances shall the Customer's retailer, NEW LEAF, or the Insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This plan will not cover any defects, which are subject to a manufacturer's program of reimbursement. This plan is not intended to create or limit any implied warranties concerning the Customer's product, which may or may not exist under applicable law.

If after your diagnosis of the unit it is determined that the problem is not a covered issue or there was no problem found, in compliance with the terms and conditions, it is your responsibility to get payment from the customer for all costs associated with the service call.

New Leaf will not pay for the trip, shipping or diagnostic charges in the event the problem is not covered or there is no problem found.

## **M. MISCELLANEOUS**

### **1. Waiver**

The failure of either party at any time to require performance by the other of any provision of the Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or a breach of any other provision.

### **2. Notices**

All notices, approvals, requests, consents, and other communications given pursuant to this Agreement shall be in writing and shall be effective when received, or, if earlier, five (5) days after it is sent, and shall be hand-delivered, sent by facsimile, overnight mail service, or United States certified or registered mail, addressed as follows:

#### **New Leaf:**

Sean Hicks  
New Leaf Service Contracts, Inc  
909 Lake Carolyn Parkway Suite 900  
Irving, TX 75039

#### **Servicer:**

### **3. Assignment**

This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns. Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, which consent may not be unreasonably withheld, except that either party may assign all or any part of its rights and delegate its duties under this Agreement to a direct or indirect wholly owned subsidiary or successor to such party.

#### 4. **New Leaf Access to Records**

Servicer shall keep complete records of all transactions pertaining to Service Plans written pursuant to this AGREEMENT. Records, such as original invoices with customer signature, shall be maintained for a period of time in accordance with regulatory record retention requirements or a minimum of three (3) years.

During the term of this AGREEMENT and for such time thereafter as New Leaf shall deem reasonably necessary for the protection of New

Leaf property and/or interests, New Leaf shall have the right and Servicer shall permit and authorize New Leaf, through any person(s) designated by New Leaf and at New Leaf expense and as often as New Leaf may reasonably request:

- To visit, inspect, examine, audit and verify, on a periodic basis; at any of Servicer office or elsewhere, any of the properties, accounts, books, records, financial statements or work papers belonging to or in the possession of Servicer pertaining to matters arising under the terms of this Agreement; provided, however, if any such audit reveals a material error or deficiency in Servicer claims handling practices, New Leaf shall be entitled to perform a follow-up audit for purposes of confirming that said error or deficiency has been corrected and that New Leaf has been reimbursed for such errors. New Leaf will provide not less than Five (5) business days advance written notice of all such visits, examinations, inspections, and audits.
- To have Servicer make in a timely fashion, copies and extract of any of the items listed in Paragraph (a) above in conjunction with any such visits, inspections, examination or audit.
- To perform at New Leaf office at New Leaf discretion as reasonably requested, and with reasonable frequency, routine audit tests of Servicer accounting records in order to ensure reasonable internal accounting controls surrounding Servicer issuance of Service Plans and the handling and billing of service under such plans.

#### 5. **Trademarks**

New Leaf shall be permitted to use, for the term of this Agreement and so long as it is referring Customers to Servicer, Servicer trade name solely in conjunction with New Leaf performance required under this Agreement. Both parties expressly recognize, acknowledge, and agree that neither party shall acquire any rights in the other party's trade names or trademarks and any such trade names or trademarks shall only be utilized by the other party as specifically authorized by this Agreement and only during the term of this Agreement.

#### 6. **Improper Payment**

With respect to any transaction arising from this Agreement, the parties agree not to make any illegal offer or make, or commit to the making of, a transfer of anything of value (in the form of compensation, gift, contribution or otherwise) to any employee, representative, person or organization in any way connected with the other party or any

Customer of the other party. Nothing in this section is intended to prevent ordinary and reasonable business entertainment or gifts not of substantial value, customary in local business relationships and not in violation of law as applied in the relevant jurisdiction.

#### 7. **Governing/Applicable Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

#### 8. **Non-return of end user Equipment**

Under no circumstances will the Service Provider hold a customers equipment in lieu of invoice payment or other reasons.

#### 9. **Modification**

Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Servicer and New Leaf by their respective authorized officers.

## 10. Exhibits

The following Exhibits, as may be amended in writing by the parties from time to time are attached to this Agreement and incorporated herein by reference:

*Exhibit A – Service Provider Information*

*Exhibit B – Manufacturer Authorizations*

*Exhibit C – Rate Structure*

*Exhibit D – Performance Standards & Procedures SLAs*

*Exhibit E – Customer Service Standards*

*Exhibit F – Zip Code Coverage*

*Exhibit G – Insurance Provisions & Certificate of Liability Insurance*

*Exhibit H – W-9 form Request for taxpayer Identification number and Certification*

*Exhibit I – Tax Exemption States*

*Exhibit J – Servicer Invoice Requirements*

*Exhibit K – New Leaf Contact List*

## 11. Validity of Agreement

This Agreement shall not be valid nor binding upon either party unless it shall have been executed by an officer of each party.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date written below.

**New Leaf Service Contracts, Inc**

**Servicer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Service Provider Information

<b>Company Name :</b>			
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Email:</b>		<b>Phone #:</b>	<b>Fax#</b>
<b>Contact Name:</b>			
What do you Service?	<input type="checkbox"/> <b>Consumer Electronics</b>	<input type="checkbox"/> <b>Appliances</b>	<input type="checkbox"/> <b>Furniture</b>
<input type="checkbox"/> <b>Lawn &amp; Garden</b>	<input type="checkbox"/> <b>Computer-Home/ Office Equipment</b>	<input type="checkbox"/> <b>Other:</b>	<input type="checkbox"/> <b>HVAC</b>
How many technicians do you have? _____		Do you provide On-Site Service?    Yes    No	
What days are you available for service calls?	What are your normal hours of operation? (please include time zone)	Are you a Self-Servicing Dealer?    Yes    No If so will you work on units sold by other dealers? <input type="checkbox"/> Yes    No	
Do you dispatch from a central location or multiple locations?    Central Dispatch    Multiple Locations		Are you a preferred s/p for a dealer?    Yes    No  If so please list dealer(s): _____ _____ _____ _____ _____	
<b>How do you want to receive your dispatches?</b> <input type="checkbox"/> E Mail (****New Leaf's Preferred Method) Email Address:  <input type="checkbox"/> Fax Fax #:			
Do you subcontract your service?    Yes    No			
If so, who do you use?			
What is your average turn around on calls assigned to you?			
How long do you guarantee your work? <b>Minimum Requirement of 90 days for Parts and Labor.</b> Parts:                      Labor:		What Email Address do you want your ACH Payment Notification to go to? _____	

## Exhibit B Manufacturer Authorizations

Please mark the manufacturers you service:

Manufacturer	ASC#	Major Appliance		Refrigerator		Microwave		A/C	
		Mfg Auth.? Y or N	Srv Out of Wrnty	Mfg Auth.? Y or N	Srv Out of Wrnty	Mfg Auth.? Y or N	Srv Out of Wrnty	Mfg Auth.? Y or N	Srv Out of Wrnty
AMANA									
ASKO									
AVANTI									
AVALLO									
BOSCH									
BERTAZZONI									
CARRIER									
DACOR									
DANBY									
DCS									
EDGESTAR									
ELECTROLUX									
FISHER & PAYKEL									
FRIEDRICH									
FRIGIDAIRE									
GAGGENAU									
GENERAL ELECTRIC									
HAIER									
HOT POINT									
JENN-AIR									
KITCHEN AID									
KOLDFRONT									
LG									
LANDMARK									
LENNOX									
LIEBHERR									
MAYTAG									
MIELE									
NXR									





## Exhibit B Manufacturer Authorizations

Please mark the manufacturers you service:

[illegible]

## Exhibit C Rate Structure

<i>Type</i>	Regular Brands Flat Labor Rate Repair + Parts Cost (Includes: Service Call&Diag)	Regular Brands Sealed System Flat Rate Repair: (Includes Labor Rate&Diag)	High-End Brands Flat Rate Repair: (Includes Labor Rate&Diag)	High-End Brands Sealed System Flat Rate Repair: (Includes Labor Rate&Diag)	Service Call with Diagnosis Only - No Repair
<i>Appliances</i>	\$90.00	\$175.00	\$105.00	\$200.00	\$65.00

### Notes –

- Max service payout (pre-authorized amount) is \$190.00. Claim must be initiated in system prior to scheduling or performing service on covered product.
- 10% parts mark-up is paid on parts used for the repair.
- Extra Mileage - \$1.00 per mile. Pre-authorization is required if extra mileage exceeds 60 miles round trip/\$60. New Leaf may dispatch to a different service provider if additional mileage is required and there is a closer service provider available near the customer's location.
- New Leaf may dispatch a service request to the manufacturers' factory network within its network when needed.
- \$50.00 2<sup>nd</sup> technician charge is paid in addition to the flat rates for repairs that require 2<sup>nd</sup> technician to complete. Pre-approval is required.

**By signing below, Service Provider agrees to all rates and terms:**

Service Provider Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Exhibit D**

### **Performance Standards & Procedures**

1. If Servicer is assigned a service call for in-home Services by New Leaf, Servicer shall, within one (1) business day of receipt of notification from New Leaf, contact the Customer during regular business hours to schedule the Call or verify the scheduled time for the Call.
2. Servicer shall be notified by New Leaf if Customer changes the Call date and/or time or cancels the Call. Servicer shall use its best efforts to accommodate any rescheduled Call; however, if Servicer cannot accommodate such rescheduled Call, Servicer will contact Customer and reschedule the Call and shall provide New Leaf with prompt notice of such rescheduled Call. If Servicer is unable to accommodate the Customer, Servicer shall contact New Leaf and New Leaf shall have the right, in its sole discretion, to reassign the Call to another Servicer.
3. If New Leaf provides notice to Servicer to contact a Customer concerning a service order, Servicer shall contact the Customer within one (1) business day of receiving such notice.
4. Servicer shall furnish New Leaf timely updates of the status of service orders throughout the service process. Such updates shall include, but not be limited to, changes to service order, progress toward completion, and failure to complete a service order for any reason. Status updates shall be provided through the system where possible. If parts are required to complete service, Servicer shall provide a rescheduled date and time for the service based upon Servicer's knowledge as to when the parts should be received.
5. All requests for additional authorizations (including trip charges, additional labor, freight, etc.), must be submitted through the authorization module in Service Branch, and must be approved by New Leaf in its sole discretion to be eligible for payment.

## **Exhibit E**

### **Customer Service Standards**

Servicer shall adhere to the following customer service standards which may be amended by New Leaf from time to time by providing Servicer with written notice fourteen (14) days prior to the date of expected compliance:

1. Servicer must contact the Customer within one (1) business day before the scheduled dispatch to introduce him/herself, confirm the service to be performed and confirm approximate arrival window.
2. Servicer shall ensure that each appointment is started within the scheduled time frame, as guaranteed to the Customer.
3. New Leaf must be notified of any rescheduled appointment.
4. Servicer shall call Customer 30 minutes prior to expected arrival time.
5. In no event shall Servicer enter a Customer residence unless an adult, age 18 or older, is present; nor shall Servicer permit any work order to be signed by anyone who is not at least age 18. Services can only be performed if authorized by an adult (at least 18 years old) who has the authority to authorize changes in the scope of work to be completed.
6. Servicer will wait a minimum of 15 minutes before determining a customer “no show” has occurred.
7. As applicable, drop cloths or protective materials shall be used to cover floors and furniture during services. All tools shall be placed on tool cloths. All exposed furniture that might be affected by debris from the services should be covered.
8. In the event a part needs to be ordered and reinstalled at a subsequent date to the original service call, the new part installation should occur within 48 hours of the receipt of the part.
9. Servicer should avoid using Customer's bathroom. If necessary, ask for permission.
10. Servicer should never borrow Customer's tools, ladders, or vacuum.
11. Servicer must report any damage to Customer's home or property to New Leaf within a reasonable time of the occurrence of such damage (but in no event later than 24 hours after confirmation of the incident).
12. Upon completion of the services, Servicer shall remove all trash from and about the area, remove all their tools, equipment and materials and leave the work area "clean" and ready for use.
13. When installation/service is complete, Servicer shall explain the installation/service to Customer and make sure Customer is completely satisfied.
14. Servicer shall let Customer know that they may be contacted/surveyed by a New Leaf representative. All results for surveys of New Leaf's customers will be shared with the Company monthly.
15. Upon departure of customer residence (or as soon as Servicer has access capability to update Service Branch if not available immediately upon such departure).
16. Servicer must use current mobile technology and/or Business Management System to enable statuses of all work orders in real time and at minimum within 24 hours of the service event.
17. Servicer must maintain all certifications that New Leaf may require to perform service.

## **Exhibit F**

### **Zip Code Coverage**

### **Zip Code Coverage**

Please define the area you service on site

☐ Nationwide Coverage

**OR**

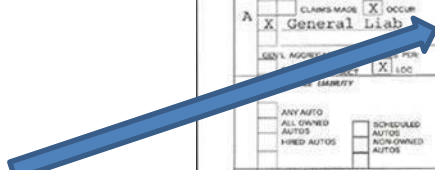
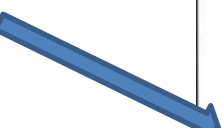
**Please submit a list of zip codes you service by sending them in an excel spreadsheet to: [servicenetwork@newleafsc.net](mailto:servicenetwork@newleafsc.net) and notate on this page you are sending zip code list by email.**

☐ Emailing excel list of zip codes we service

If you are unable to send an excel spreadsheet then please list on a separate sheet of paper the zip codes you service

## Exhibit G Insurance Provisions & Certificate of Liability Insurance

**Attach Certificate of Liability Insurance  
Here**

**ACORD** BMP  
R001 DATE (MM/DD/YYYY)  
04-30-2013

### CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NUTMEG INSURANCE AGENCY INC/PHS 025657 P: (866) 467-8730 F: (800) 308-5459 PO BOX 29611 CHARLOTTE NC 28229	<b>CONTACT</b> NAME: _____ PHONE: (866) 467-8730 FAX: (800) 308-5459 E-MAIL: _____ ADDRESS: _____
--	---

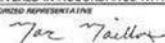
<b>INSURED</b> ELVIRA STEPANYAN DBA SMART STEP AHEAD 375 AUDLEY CT COPIAGUE NY 11726	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Sentinel Ins Co LTD INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
---	--

**COVERAGES** CERTIFICATE NUMBER: \_\_\_\_\_ REVISION NUMBER: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	DATE (MM/DD/YYYY)	POLICY NUMBER	DATE (MM/DD/YYYY)	DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ex. auto/aircraft)
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/>					PROD. EXP. (any one person)
	ADDITIONAL AGGREGATE LIMIT <input checked="" type="checkbox"/>					PERSONAL & ADV INJURY
	ANY AUTO					GENERAL AGGREGATE
	ALL OWNED AUTOS					PRODUCTS - COMP/OP AGG
	HIREN AUTOS					CONTINUED SINGLE LIMIT (Ex. accident)
	SCHEDULED AUTOS					BODILY INJURY (Ex. person)
	NON-OWNED AUTOS					BODILY INJURY (Ex. accident)
	UMBRELLA LIAB					PROPERTY DAMAGE (Ex. accident)
	EXCESS LIAB					EACH OCCURRENCE
	RETENTION					AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					NO STATUS - OTHER LIMITS
	ANY PROPERTY OR AUTOMOBILE EXECUTIVE OFFICER/EMPLOYEE EXCLUDED?					EA. EACH ACCIDENT
	DESCRIPTION OF OPERATIONS Section					EA. DISEASE - EA EMPLOYEE
						EA. DISEASE - POLICY LIMIT

"The Certificate holder listed is an additional insured in accordance with all terms, conditions and limitations of the policy"

<b>CERTIFICATE HOLDER</b> New Leaf Service Contracts Inc 909 Lake Carolyn Parkway Suite 900 Irving, TX 75039	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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New Leaf must be listed as Certificate holder and indicated as an Additional Insured for General Liability by either an X in the appropriate box or a statement in the Description of Operations section:

**"The Certificate holder listed is an additional insured in accordance with all terms, conditions and limitations of the policy"**

Certificate Holder: New Leaf Service Contracts, Inc  
909 Lake Carolyn Parkway Suite 900  
Irving, TX 75039



# Exhibit H

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Exhibit I**  
**New Leaf Tax Exemption States**

<b>STATE</b>	<b>LABOR</b>	<b>PARTS</b>
Alabama	Exempt	Non Exempt
Alaska (No State Sales Tax)	N/A	N/A
Arizona	Exempt	Non Exempt
Arkansas	Not Exempt	Exempt
California	Exempt	Non Exempt
Colorado	Exempt	Non Exempt
Connecticut	Not Exempt	Exempt
Delaware (No State Sales Tax)	N/A	N/A
District of Columbia	Not Exempt	Not Exempt
Florida	Exempt	Exempt
Georgia	Exempt	Not Exempt
Hawaii	Not Exempt	Not Exempt
Idaho	Exempt	Non Exempt
Illinois	Exempt	Non Exempt
Indiana	Exempt	Non Exempt
Iowa	Exempt	Exempt
Kansas	Exempt	Exempt
Kentucky	Exempt	Exempt
Louisiana	Non Exempt	Non Exempt
Maine	Exempt	Non Exempt
Maryland	Exempt	Non Exempt
Massachusetts	Exempt	Non Exempt
Michigan	Exempt	Non Exempt
Minnesota	Exempt	Non Exempt
Mississippi	Non Exempt	Exempt
Missouri	Exempt	Non Exempt
Montana (No State Sales Tax)	N/A	N/A
Nebraska	Exempt	Exempt
Nevada	Exempt	Non Exempt
New Hampshire (No State Sales Tax)	N/A	N/A
New Jersey	Exempt	Exempt
New Mexico	Exempt	Exempt
New York	Exempt	Exempt
North Carolina	Exempt	Exempt
North Dakota	Exempt	Non Exempt
Ohio	Exempt	Exempt
Oklahoma	Exempt	Non Exempt
Oregon (No State Sales Tax)	N/A	N/A
Pennsylvania	Exempt	Exempt
Rhode Island	Exempt	Non Exempt
South Carolina	Exempt	Non Exempt
South Dakota	Exempt	Exempt
Tennessee	Exempt	Exempt
Texas	Exempt	Exempt
Utah	Exempt	Exempt
Vermont	Exempt	Exempt
Virginia	Exempt	Exempt
Washington	Exempt	Exempt
West Virginia	Exempt	Exempt
Wisconsin	Exempt	Exempt
Wyoming	Non Exempt	Non Exempt

## **Exhibit J**

### **Servicer Invoice Requirements**

#### **SUBMITTING CLAIMS**

New Leaf requires the following information and documentation when filing electronically. Failure to provide this information will delay the processing of your claim.

1. New Leaf S/O (Service Order Number) clearly marked.
2. Customer name and address
3. Component Make/Manufacturer, Model and Serial Numbers
4. Date of Purchase (DOP)
5. Date service requested
6. Date service completed
7. Brief summary of the actual problem
8. Explanation of service performed
9. Labor charge
10. Parts charge – Include quantity. OEM part numbers, board location number (if applicable), a brief description, and price
11. Servicer name, billing address, and phone number.
12. Servicer Account Number
13. Sales Taxes, when applicable, should be entered as a separate item. Only, in those instances in which the Servicer has a legal obligation to collect a tax, will Servicer add such tax or taxes to the corresponding invoice.
14. Customer Signature is Required on Original Invoice

**Note:** Taxes will only be paid in states where it is listed on Exhibit H.

#### **Note**

Claims submitted electronically through [www.trynewleaf.com](http://www.trynewleaf.com) will have payment processed or rejection notification provided to Servicer within thirty (30) days after receipt of claim.

As a service provider for New Leaf Service Contracts. (“New Leaf”), you are **required** to submit your invoices electronically in order to be paid for the work performed by you as authorized by New Leaf.

New Leaf **will not** accept or process faxed, emailed or ground mailed invoices for payment. Any claim not submitted through [www.trynewleaf.com](http://www.trynewleaf.com) will incur a five dollar (\$5) processing fee.

## **Exhibit K**

### **New Leaf Contacts**



Pre-Authorization – for Service Provider Use Only  
[service@newleafsc.net](mailto:service@newleafsc.net)  
Phone: 855.608.4501



Melissa Colberg  
Sr. Manager of Service and Claims  
[mcolberg@newleafsc.net](mailto:mcolberg@newleafsc.net)  
Office 972.573.8655



Sameer Mohsin  
Vice President of Operations and Information Technology  
[smohsin@newleafsc.net](mailto:smohsin@newleafsc.net)  
Office 972.573.8727

**Company Name:** \_\_\_\_\_  
**Company ID**  
**Number:** \_\_\_\_\_

I (We) hereby authorize \_\_\_\_\_, hereinafter called COMPANY, to initiate debit entries to my (our): ☐  
**Checking** or ☐ **Savings** (select one) account indicated below and the depository name below, hereinafter  
called DEPOSITORY to debit the same to such account.

**Depository Bank Name:** \_\_\_\_\_  
**Branch:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Transit ABA** **Account**  
**Number:** \_\_\_\_\_ **Number:** \_\_\_\_\_

This authority is to remain in full force and effect until Company and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (or either of us) have the right to stop payment of a debit entry by notification to DEPOSITORY at such time as to afford DEPOSITORY a reasonable opportunity to act on it prior to charging account. After account has been charged, I have the right to have the amount of an erroneous debit immediately credited to my account by DEPOSITORY, provided I (we) send written notice of such debit entry in error to DEPOSITORY within 15 days following issuance of the account statement or 45 days after posting whichever occurs first.

<b>Name(s):</b> _____	<b>ID</b> <b>Number:</b> _____
<b>Signed:</b> _____	<b>Date:</b> _____
<b>Signed:</b> _____	<b>Date:</b> _____

**NOTE:** Please **attach a voided check** from the account to be debited so that we may verify your bank's Federal Reserve Transit ABA number for automatic debit processing.