

**NO CHARGEBACK
ADMINISTRATOR AGREEMENT ADDENDUM**

This Amendment is entered into this ____ day of _____, 20____, by and between **Interstate National Dealer Services, Inc.** ("Administrator"), and _____ ("Seller").

The parties hereto have previously entered into an Administrator Agreement setting forth their rights and duties with respect to a Service Contract Program administered by Administrator.

IN CONSIDERATION of mutual agreements herein contained being kept and performed, Administrator agrees to allow the Seller to retain profits on canceled contracts, providing the following conditions are met:

1. (a) In the event of cancellation of an approved service contract by the purchaser after ninety (90) days from its effective date, the amount of the refund by Administrator will be the full pro rata amount due the purchaser, subject to 1 (d) below.
- (b) A refund due to a cancellation of an approved service contract within ninety (90) days of its effective date will be shared by both the Seller and Administrator. Each party will pay their appropriate pro rata share of the refund. The Seller's pro rata share is based on the difference between the retail selling price and the Seller net cost due Administrator including surcharge.
- (c) All approved service contracts written on or after the effective date of this Addendum shall be subject to, and will be accounted for pursuant to, the terms herein.
- (d) Administrator's responsibility to the Seller will not exceed the pro rata share of the refund based on the Seller's service contract profit which may not exceed \$3000. Seller will be responsible for their pro rata share of the excess refund to the purchaser.
- (e) Seller shall remit a surcharge to Administrator, based on Seller's service contract profit (the difference between the retail selling price of the service contract and the Seller's net cost **not** including surcharge) in the following amount:
 - A \$28 surcharge should Seller profit be less than \$250
 - An \$82 surcharge should Seller profit be between \$250 and \$500.
 - A \$155 surcharge should Seller profit be between \$501 and \$1000.
 - A \$290 surcharge should Seller profit be between \$1001 and \$2000.
 - A \$470 surcharge should Seller profit be between \$2001 and \$3000.
 These surcharges may be adjusted upon 30 days prior written notice to Seller.

2. This Agreement can be terminated by the Seller or Administrator at any time with 30 days written notice. Termination of this No-Chargeback Addendum will not be grounds for termination of the Administrator Agreement. If this Agreement is terminated, all contracts written while this Addendum is in force will be subject to and accounted for pursuant to the terms herein.

3. Except as herein specified, all other terms and conditions of the Administrator Agreement, and any Addendum or amendment thereto, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Administrator Agreement Addendum, the day and year first written above.

SELLER:

ADMINISTRATOR:

Seller Name

Interstate National Dealer Services, Inc.

Address

333 Earle Ovington Blvd.

City, State, ZIP

Uniondale, NY 11553

By: _____

By: _____

Title: _____

Title: _____