

Veritas Global Protection Agent Partnership Program***Letter from the President***

Dear Prospective Agent:

We thank you for considering Veritas Global Protection Services as a service contract partner! Veritas is committed to offering the best policies at the best prices with world class customer service and partner support services. We are excited to have you join our professional team and look forward to a prosperous and profitable partnership! In this information package, we have the following pages to help you get acclimated to our company:

- Agent Program Agreement
 - *This is the agreement that we ask you to sign to begin selling.*
- Commission Schedule
 - *Our commission schedule discusses your specific commission plan and disbursement times.*
- Commission Disbursement Form
 - *We ask you to fill out this form to decide the method you wish your commissions disbursed.*
- Agent Partner Information Page
 - *This page will have details of your company and contact information*
- Relationship Parties
 - *This page discusses who may speak to Veritas Global Protection Services regarding the status of commissions, and other important aspects of our partnership.*
- Commission Exhibit
 - *This allows you to set your commissions in your rate card that you will give out to prospective dealerships and incorporate it into your agreement.*

Please review all of the materials enclosed. Your account manager is always available to answer any questions you might have about our program. We look forward to working with you!

Signed,

Elijah Norton

Elijah Norton

Executive Chairman and President

Veritas Global Protection Services, INC

Agent Partner Information Page

Business Name: _____

--or-- First Name: _____ Last Name: _____

FEIN (or SSN if individual): _____

Phone Number: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

Website: _____

Primary Point of Contact Name: _____

Position: _____ Phone Number: _____

Point of Contact E-Mail: _____

Secondary Point of Contact Name: _____

Position: _____ Phone Number: _____

Point of Contact E-Mail: _____

(FOR OFFICE USE ONLY) Dealer ID Number: _____*Referring MGA/Agent name and #:* _____

If a business, what type of entity are you: _____

Agent Partner Commission Schedule

Commissions are disbursed in accordance with the Commissions Overfund Addendum. Commissions are disbursed once Veritas has been funded on each submitted contract from either the dealership, lender, consumer, or premium finance agent. Each month is split into two commission cycles. All contracts paid between the 1st of the month the last business day before the 15th of the month will make up the first commission cycle. These commissions on these contracts will be paid out on the 20th of the month. All contracts paid on the day following the end of the first cycle through then end of the month will make up the second cycle. Commissions for contracts paid during the second cycle will be disbursed on the 5th of the following month.

Disbursement is figured based on the date the money is physically received.

Referral Partner Commission Disbursement Schedule

Disbursement Methods

Please check how you would like commissions disbursed to you:

_____ Paper Check

Party Payable: _____

ATTN: _____

Address to mail: _____

City: _____ State: _____ Zip: _____

_____ Wire Transfer

Bank: _____

Party Payable: _____

Routing Number: _____

Intermediary (If Applicable): _____

Account Number: _____

Address on Account: _____

City: _____ State: _____ Zip: _____

_____ ACH Credit

Bank: _____

Party Payable: _____

Routing Number: _____

Account Number: _____

Address on Account: _____

City: _____ State: _____ Zip: _____

INDIRECT DISBURSEMENT

Indirect disbursement means that you will collect the gross amount of the sale and remit the balance of the money to Veritas Global Protection Services, INC by check, wire transfer, or ACH credit after receiving an invoice from us.

Affidavit of Fact

I _____ (your name), the _____ (your position) for _____ (company's name), hereby request for commission from Veritas Global Protection Services, INC to my company hereby be disbursed in the disbursement methods as stated above. I also hereby affirm that if I chose to have my commissions disbursed via Wire Transfer or ACH Credit, which Veritas Global Protection Services, INC is hereby authorized to disburse commissions into the checking account as stated above with that method, and I hereby affirm that I am in a position to make such a decision on behalf of my company. I understand and acknowledge that commission will be disbursed in the fashions as chosen on the above form until a written request is made by my company for it to change.

Signed,

Print Name:_____
Position:

Date: _____

What state(s) are you in business with: _____

Please list the shareholders, members, managers, directors, etc., of the company (please attach additional paper if needed):

FIRST NAME	LAST NAME	SSN	DATE OF BIRTH	POSITION
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

AFFIDAVIT OF FACT

I _____ hereby agree that all of the information provided on the “AGENT PARTNER INFORMATION” page is correct and accurate, and that all of the information has been verified and agreed to be disclosed by each and every individual who would need to disclose the information on the page. Furthermore, I hereby agree and affirm that I am an authorized individual to sign on behalf of the entity. I understand and agree that if it is found that any of the information on the form is intentionally false, I may be held civilly and criminally liable as an individual and may be prosecuted to the fullest extent of the law. I also hereby authorize, and have obtained authorization from, the individuals on the information sheet, for Veritas Global Protection Services, INC to be able to run a background and credit check on any shareholder, director, managing member, member, partner, company and/or corporate officer, or other actor as stated on the information page.

Signed:

_____ Date: _____

Print Name: _____

Relationship Party Information Page

Accounting Point of Contact Name: _____

Position: _____ Phone Number: _____

Point of Contact E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Sales/Referral Point of Contact Name: _____

Position: _____ Phone Number: _____

Point of Contact E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Executive/Management Point of Contact Name:

Position: _____ Phone Number: _____

Point of Contact E-Mail: _____

Address: _____

City: _____ State: _____ Zip: _____

AGENT AGREEMENT

This Agent Agreement (the “**Agreement**”) is entered into as of this _____ day of _____, _____ (the “**Effective Date**”), by and between Veritas Global Protection Services, INC a Arizona Corporation, herein also referred to as “the **Company**”, and _____, a _____ (entity type), organized under the laws of _____, herein after referred to as the “**Agent**”.

WHEREAS the **Company** is engaged in the administration of certain service contract programs (the “**Programs**”) for eligible vehicles sold by certain automobile dealers (“**Dealers**”);

WHEREAS Agent is capable of procuring agreements (“**Dealer Agreements**”) with Dealers and between Dealer and the Company for the promotion and sale of the Programs, and to otherwise provide valuable information, expertise and assistance to the Company;

WHEREAS the Company, on a non-exclusive basis and subject to a Non-Disclosure Agreement to be executed contemporaneously with this Agreement, does hereby grant to Agent, through Agent’s own personnel and employees, and from time to time through its agents, contractors and sub-agents (collectively the “**Sub-Agents**”), the right to solicit Dealers to enter into the Dealer Agreements, in the territory described in **Exhibit A** attached hereto; and

WHEREAS Agent accepts such grant upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DUTIES:

The Company’s duties are as follows:

- A. To ensure all Programs are insured by an AM Best “A”-rated carrier. In the event of a change or cancellation in a Program carrier, the Company will notify Agent within seven (7) days of notice of any such change, but in no event less than ninety (90) days prior to such change, when applicable;
- B. To provide all Program administration functions, including but not limited to claim adjudication and payment of claims, in accordance with directives determined in the sole discretion of the Program insurer or obligor; and
- C. To provide Agent with Program forms, promotional materials, rates and other materials needed to properly service accounts of Dealers procured by Agent, and to enter into Dealer Agreements subject to the underwriting rules required of the Company.

Agent's duties are as follows:

- A. To provide continued maintenance and servicing of Dealer accounts contracted by Agent. This includes, but is not limited to, visiting Dealers as often as necessary to ensure a continued volume of business from those Dealers;
- B. To provide the Company with a copy of each fully executed agreement for each Dealer to the Company;
- C. To train Dealer personnel in the proper sale of the Programs, including training and familiarization with all required Guidelines provided by the Company;
- D. To supply Dealers with and assist in the completion of all necessary and current Program information, forms and promotional materials ("**Program Materials**");
- E. To withdraw all Program Materials in the event of cancellation of any Dealer, or in the event the Company deems any such materials to have become obsolete;
- F. To collect all shortages of fees due to the Company by Dealers for the Programs;
- G. To adhere to any and all policies and procedures provided in the Vertias Agent Handbook provided to Agent, as it may be amended from time to time;
- H. To ensure all Programs sold by Dealers are sold no more than fifteen (15) days from the date of the vehicle purchase, and that sales are only made to customers who also purchased the covered vehicle from that Dealer; and
- I. To promptly notify the Company in writing in the event Agent is or becomes subject to an inquiry or investigation by any local, state or federal government or regulatory agency, or any consumer or professional association, but only if such inquiry or investigation is related to the Programs or Dealer Agreements, or if such investigation has the potential to have a material adverse effect on the Company's operations.

2. COMPENSATION:

The Company shall owe to the Agent a commission on a per-contract basis, which shall be subject to any pro-rata returns based on contract cancellations on a monthly basis. The Agent shall be due commission on all contracts that have been funded to the Company by the dealer, lender, customer, or a premium finance company. Commission shall be due and owing on a monthly basis; for all the contracts funded one month, the commissions shall be due and owing on the 15th of the following month.

All monies disbursed shall be guaranteed by the entity as set forth in this agreement. In the event of default, whereby the entity is insolvent and unable to pay monies due, the individual as listed on signature page as the Guarantor of this agreement shall be personally liable for paying any balance due.

The commissions due the Agent shall be added into the rates furnished to the Agent by the Company. The amount shall be paid on a per contract basis, which shall be outlined in Exhibit B of this Agreement.

This amount may change at any time, upon mutual written agreement by the Company and the Agent.

In the event the Company deems the Agent insolvent or possibly unable to repay any commission chargebacks due to cancellations, the Company shall be able to elect to impose a commissions reserve. This shall be imposed with a 30 days advance notice to the Agent, unless the Agent's financial condition has deteriorated to where it is necessary to protect the Company from loss.

3. TERM:

Unless otherwise terminated pursuant to Section 5 of this Agreement, this Agreement shall run for a period of one (1) year commencing on the Effective Date. This Agreement shall automatically renew for successive periods of one (1) year thereafter unless and until either party gives written notice to the other of its intent to not renew this Agreement, at least one hundred eighty (180) days prior to the end of the then-current term, and in accordance with Section 4 of this Agreement.

4. NOTICES:

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing unless otherwise provided for in this Agreement. Such notices will be deemed to have been given on the date of personal delivery or of deposit in the United States mail postage prepaid by registered or certified mail, return receipt requested, and if addressed as follows:

If to the Company:

Veritas Global Protection Services, INC
5350 College Blvd
Overland Park, KS 66211
Attn: Elijah Norton

If to Agent:

Attn: _____

5. TERMINATION:

Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other of such termination.

In addition, this Agreement may be terminated by either party immediately upon the occurrence of any of the following events:

- A. A breach of the provisions provided in Section 8 of this Agreement;
- B. The assignment of any rights or the delegation of any duties under this Agreement without the express written consent of the other party;
- C. The filing of a voluntary petition in bankruptcy or the execution by either party of an assignment for the benefit of creditors; or
- D. The breach of any provision contained herein; provided, however, that the breaching party will be provided written notice of the breach and fifteen (15) days to correct such breach.

The Company may terminate this Agreement immediately if any Program insurer or obligor requests Agent's termination.

Agent may terminate this Agreement immediately if the Company's authority to provide administrative services is revoked by any Program insurer or obligor.

It is hereby acknowledged by the parties that the termination of this Agreement under any circumstances shall not cause an automatic or any other termination of the Company's relationship with any Dealer. Termination of a Dealer will be effected only in accordance with the applicable Dealer Agreement. Termination for any reason will not impair the right of the Agent to receive Commissions for any Program sold and paid for prior to such termination.

In addition, all costs, expenses and expenditures incurred by the Company in enforcing this Agreement as a result of any default or breach by Agent, including, without limitation, collection fees and reasonable attorney's fees, will be paid by Agent.

6. REPRESENTATIONS AND WARRANTIES:

The Company hereby represents and warrants the following:

- A. That the Programs are at all times approved for sale in the Territory, and that such approval shall be maintained during the term of this Agreement and the term of any Vehicle Service Contract ("VSC")
- B. That the Company has received the authority from the applicable Program insurer or obligor to provide the administration services specified in this Agreement and in any VSC; and
- C. That the Company is permitted and/or licensed within the Territory to provide the administrative services specified in this Agreement and in any VSC, and that such licensure shall be maintained during the term of this Agreement and during the term of any VSC.

Agent hereby represents and warrants that Agent, including its personnel and employees, will comply with all laws and administrative regulations that may govern the conduct of Agent within the Territory, including but not limited to requirements concerning licensure. This provision shall at all times extend to Sub-Agents, the identity of which shall be disclosed to the Company upon request.

7. INDEMNIFICATION:

The Company hereby agrees to indemnify, hold harmless, and pay on behalf of Agent any sums which Agent shall become legally obligated to pay as damages, fines or judgments and defend Agent against causes of action which directly arise from or are caused by: (i) the wrongful or negligent acts or omissions of the Company, its directors, officers, or employees; and (ii) “per se” actions brought in connection with the Program(s) and obligations pertaining thereto.

Agent hereby agrees to indemnify, hold harmless, and pay on behalf of the Company and its directors, officers and employees, any sums which any of them shall become legally obligated to pay as damages, fines or judgments and defend them against causes of action which directly arise from or are caused by the wrongful or negligent acts or omissions of Agent, its directors, officers, employees or third parties. Such wrongful acts include, but are not limited to, any material misrepresentations made by Agent concerning the Programs.

The party seeking indemnification pursuant to this Section 7 shall have the right, at its own expense, to participate in the defense of any action, claim, or proceeding for which it is indemnified and which has been assumed in this obligation of indemnity hereunder.

The Company shall have the right to control the defense, consent to judgment, or agree to settle any such action, claim, or proceeding without the prior written consent of Agent or the party from whom such indemnification is sought. The provisions of this section will survive the termination of this Agreement. All rights and remedies of the parties hereunder shall be cumulative and in addition to all right and remedies available to such parties at law or in equity.

In the event any Dealer fails to provide a payment or a partial payment for any VSC sold by that Dealer, Agent shall be responsible and liable for remitting any unpaid costs to the Company, unless the VSC is subsequently cancelled.

8. CONFIDENTIALITY OF RATES:

Agent acknowledges that Agent will be given access to certain rating data and information only made available to Dealers. Agent agrees not to provide or utilize the Rating Data to any other vendors, including Agent’s own call center. In the event Agent breaches the provisions of this Section 8, all Dealers assigned to Agent shall immediately become Accounts of the Company only and any and all future commissions, fees or other payments due to Agent for those accounts shall be paid to the Company.

9. REPORTS AND RECORDS:

Agent will render such reports and keep such records and business accounts as the Company may reasonably request. The Company shall provide monthly statements of accounts and payable amounts due to Agent (the “**Monthly Statement**”). Agent shall immediately notify the Company of any discrepancies in the Monthly Statement and provide additional documentation, if requested, to correct such discrepancies. Any discrepancies not reported to the Company within thirty (30) days

shall be deemed as resolved and the Company shall not be obligated to correct such discrepancies after thirty (30) days.

10. INDEPENDENT CONTRACTOR:

The parties intend that an independent contractor relationship will be created by this Agreement and that nothing contained herein shall be construed to create a relationship of employer/employee, partnership, or joint ventures between the Company and Agent.

Notwithstanding the above, the Company may, from time to time, prescribe rules and regulations regarding eligibility requirements or other matters relating to the Program. Agent shall be free to choose the Dealers to be solicited for participation in Dealer Agreements, and to choose the time and place of such solicitation.

11. AUTHORITY OF AGENT:

Agent shall have no authority to act on behalf of the Company, or the insurer or obligor of any Program, other than that expressly granted in this Agreement. The Company's failure or delay to insist upon compliance by Agent with the terms of this Agreement shall not be construed as, or constitute, a waiver of any of the terms of this Agreement.

Agent is not authorized to:

- A. Extend credit in connection with the sale or marketing of any Program;
- B. Alter, waive or modify any of the terms and conditions of any Program; and
- C. Alter, waive or modify any rules or regulations promulgated by the Company, or the insurer or obligor of any Program.

12. ASSIGNMENT:

Agent may not assign this Agreement, any interest herein, or any benefits occurring hereunder (an "**Assignment**"), without prior written consent of the Company. Such consent shall not be unreasonably withheld. Failure to provide to Agent consent or denial to an Assignment within thirty (30) days of receipt of notice of such Assignment shall be deemed acceptance by the Company.

The Company may assign this Agreement, any interest herein, or any benefits occurring hereunder at any time, without the prior written consent of Agent. The Company shall provide notice to Agent of such an assignment.

This Agreement shall be binding upon the parties, their heirs, successors, legal representatives, executors, administrators, personal representatives, or permitted assigns.

13. GOVERNING LAW; VENUE:

This Agreement shall be interpreted in accordance with the laws of the State of Arizona.

The parties agree that any dispute between them arising out of, concerning, or in any way relating to this Agreement shall be submitted to a court of competent jurisdiction in Arizona or Maricopa County, Arizona. Both parties expressly agree that they are subject to the personal jurisdiction of the courts of the State of Arizona and will not contest same.

14. ENTIRE AGREEMENT; MODIFICATION:

This Agreement constitutes the entire and complete Agreement between the parties and supersedes all previous written or oral agreements between the parties and their predecessors or assignors. This Agreement may not be changed or amended, nor may any of the rights hereunder be waived, except in writing signed by both parties.

15. SEVERABILITY:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. WAIVER:

The failure of any party to require strict compliance with any of the terms or conditions of this Agreement or to exercise a right of termination of this Agreement shall not constitute a waiver of such rights.

17. EXECUTION IN COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document. The parties hereto agree that for the purposes of this Agreement, facsimile or electronic transmission of any parties' signature on said Agreement shall be accepted as the original thereof and shall be binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.



AGENT PARTNERSHIP PROGRAM
T (888) 585-1530 | F (913) 904-3450 | W veritasglobal.com

"The Company"

Veritas Global Protection Services, INC

Elijah H. Norton
Executive Chairman and President
Date: _____

"The Agent"

By: _____
Its: _____
Date: _____

Exhibit B – Commission Schedule:

Agent shall be compensated the following amounts, per contract, subject to pro-rata cancellation chargebacks based on the following type of contract, unless specifically requested in writing by the agent on a specific dealership, on a per-dealership basis. If no other written requests for an adjusted amount are sent to the Company, the Agent shall be paid the following:

- Automobile Vehicle Service Contracts: \$_____per contract
- Short-Term Vehicle Service Contracts: \$_____per contract
- Motorcycle Vehicle Service Contracts: \$_____per contract
- Recreational Vehicle Service Contracts: \$_____per contract